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APPENDIX

VOLUME II (pp. 235-468)

In the Supreme Court of the United States

OCTOBER TERM, 1979

No. 79-1082

NATIONAL LABOR RELATIONS BOARD,

Petitioner

—v.—

INTERNATIONAL LONGSHOREMEN'S ASSOCIATION, AFL-CIO AND COUNCIL OF NORTH ATLANTIC SHIPPING ASSOCIATIONS, ET AL.

ON WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE DISTRICT OF COLUMBIA CIRCUIT

PETITION FOR CERTIORARI FILED JANUARY 10, 1980
CERTIORARI GRANTED JANUARY 21, 1980

In the Supreme Court of the United States

OCTOBER TERM, 1979

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NATIONAL LABOR RELATIONS BOARD,
Petitioner

—v.—

INTERNATIONAL LONGSHOREMEN'S ASSOCIATION, AFL-CIO AND COUNCIL OF NORTH ATLANTIC SHIPPING ASSOCIATIONS, ET AL.

ON WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE DISTRICT OF COLUMBIA CIRCUIT

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GENERAL COUNSEL'S EXHIBIT NO. 2

HAMPTON ROADS

LONGSHOREMEN'S AGREEMENT
CLERKS', CHECKERS' AND
WEIGHERS' AGREEMENT
MISCELLANEOUS WORKERS' AGREEMENT

FREIGHT HANDLERS' AGREEMENT
TERMINAL CHECKERS' AGREEMENT

Oct. 1, 1968—Sept. 30, 1971

[LABEL]

Hampton Roads Maritime Association
127-129 Bank Street
Norfolk, Virginia 23510

SECTION 1

SCOPE OF WORK OF ILA

The ILA shall have, insofar as it is compatible with the laws of the United States of America and the State of Virginia, all work of rigging and unrigging of cargo and passenger vessels and the loading and discharging of their cargoes, including all carpentry and lashing required in securing cargo while vessel is alongside pier, except vessels loading at coal piers, including mail, baggage and dunnage used in connection with the cargo being handled, under the following terms and conditions:

a. It is understood that this agreement does not apply to ships loading and/or discharging bulk liquids at oil installations, which work the employers have no legal or contractual right to give to the ILA during the term of this agreement.

b. For details concerning lashing and securing of containers as required by employer alongside pier—see Container Clause No. 53.

SECTION 53

RULES AND CONDITIONS COVERING HANDLING OF CONTAINERS IN HAMPTON ROADS TO BECOME EFFECTIVE FEBRUARY 22, 1969 EXCEPT AS OTHERWISE NOTED

1. SIZE OF GANGS FOR STUFFING AND/OR STRIPPING OF CONTAINERS

When stuffing or stripping containers at pierside or in the terminal area, a header and three (3) men will be used. Additional men are to be employed at the Employer's discretion; however, it is understood that when stuffing or stripping is carried out by hand not less than two (2) men per container will be used.

2. On loaded containers which are stuffed or unstuffed by other than ILA longshore labor, the amounts set forth below shall be paid into an ILA Royalty Fund, for such distribution and administration as may be determined by the Union, subject to the approval of the Internal Revenue Service and Virginia Department of Taxation and the U.S. Department of Labor. Until such approval is obtained, such funds shall be held in escrow by the Virginia National Bank. This Agreement with respect to Royalties does not apply to containers shifted for convenience or empty containers.

a. On conventional ships, thirty-five (35) cents per gross ton of cargo.

b. On conventional ships partially converted for handling containers, seventy (70) cents per gross ton of cargo.

c. On fully containerized vessels, one dollar ($1) per gross ton of cargo.

3. GANG SIZE FOR HANDLING OF CONTAINERS

When handling containers nineteen (19) men will be used. The utilization and placement of the men in the gang to be at the Employer's discretion. Crane operators, and straddle carrier operators, whether hired by the terminal company or by the stevedore, will be counted as part of the nineteen (19) man gang, effective October 1, 1969.

It is understood that no simultaneous securing or loading will be performed in a lift-on operation. The gang is to remain intact at all times.

a. When holdmen are being used to stuff or unstuff containers on the dock or on deck there will be no simultaneous loading or discharging in the hatch by the gang.

4. It is understood and agreed that when containers are stuffed (loaded) or unstuffed (unloaded) in any port by ILA longshoremen at longshoremen's rates the payment of royalties shown in Section 2, Paragraphs (a), (b), and (c) will not apply.

5. When the fifth wheel is required to move a container and/or chassis from the vessel to place of rest or from place of rest to the vessel within the terminal area, a member of the nineteen (19) man longshore gang will be used in accordance with Paragraph 3, effective October 1, 1969.

I. CONTAINERIZATION

Containers owned or leased by Employer-signatory members (including containers on wheels) containing LTL loads or consolidated full-container loads, which are destined for or come from, any person (including a consolidator who stuffs containers of outbound cargo or a distributor who strips containers of inbound cargo and including a forwarder, who is either a consolidator of

outbound cargo or a distributor of inbound cargo) who is not the beneficial owner of the cargo, and which either comes from or is destined to any point within a 50-mile radius from the center of any North Atlantic District port shall be stuffed and stripped by ILA longshore labor at longshore rates on a waterfront facility under the terms and conditions of the General Cargo Agreement. (Rules on Containers are listed below)

II. RULES ON CONTAINERS

The following provisions are intended to protect and preserve the work jurisdiction of longshoremen and all other ILA crafts at deepsea piers or terminals. To assure compliance with the collective bargaining provisions the following rules and regulations shall be applied.

A. Definitions and Rule as to Containers Covered

Stuffing—means the act of placing cargo into a container

Stripping—means the act of removing cargo from a container

Loading—means the act of placing containers aboard a vessel

Discharging—means the act of removing containers from a vessel.

These provisions relate solely to containers meeting each and all of the following criteria:

1. Containers owned or leased by employer-signatory member (including containers on wheels) which contain LTL loads or consolidated full container loads.

2. Such containers which come from or go to any person (including a consolidator who stuffs containers of outbound cargo or a distributor who strips containers of inbound cargo and including a forwarder, who is either a consolidator of outbound cargo or a distributor of inbound cargo) who is not the beneficial owner of the cargo.

3. Such containers which come from or go to any point within a geographical area of any port in the

North Atlantic District described by a 50-mile circle within its radius extending out from the center of each port. It is understood that the center of Hampton Roads will be defined as Middle Ground Light.

B. Rule of Stripping and Stuffing Applied to Such Containers

A container which comes within each and all of the criteria set forth in "A" above shall be stuffed and stripped by ILA longshore labor. Such ILA labor shall be paid and employed at longshore rates under the terms and conditions of the General Cargo Agreement. Such stuffing and stripping shall be performed on a waterfront facility, pier or dock. No container of cargo shall be stuffed or stripped by ILA longshore labor more than once. Notwithstanding the above provisions, LTL loads or consolidated container loads of mail, of household goods with no other type of cargo in the container, and of personal effects of military personnel shall be exempt from the rule of stripping and stuffing.

C. Rules on No Avoidance or Evasion

The above rules are intended to be fairly and reasonably applied by the parties. To obtain nondiscriminatory and fair implementation of the above, the following principles shall apply.

1. Agreement in the Port as to the geographic area as provided in "A (3)" is based on present LTL movement patterns in the port. Should any person, firm or corporation, for the purpose of evading the provisions of "B" hereof, seek to change such pattern by shifting its operations to, or commencing new operations at, a point outside agreed-upon geographic area, then either party may raise the question whether said point should be included within the said geographic area, and upon agreement that the purpose of the shift in its operations was to evade the provisions of "B", then said point shall be deemed to be within the said geographic area for purpose of these rules.

2. Containers owned or leased by companies which are affiliated either directly or through a holding company with an employer-member shall be deemed to be containers owned or leased by employer-members. Affiliation shall include subsidiaries and/or affiliates which are effectively controlled by the employer-member, its parent, or stockholders of either of them.

3. It shall be the obligation of employer-members to clearly mark each container's documentation as to whether or not it is an "A" container which is to be stuffed and stripped at the waterfront facility (pier or dock).

4. Each employer-member shall keep records of each container supplied to a consolidator or other non-owner of cargo, located within the agreed geographic area, and such record shall be available to the Committee provided in (7) below. With respect to all containers received at or delivered from the vessel, a record of the same shall be made by ILA Checkers or Clerks.

5. Failure to stuff or strip a container as required under these rules will be considered a violation of the contract between the parties. Use of improper, fictitious or incorrect documentation to evade the provisions of "B" shall also be considered a violation of the contract. If for any reason a container is no longer at the waterfront facility at which it should have been stuffed or stripped under the rules then the steamship carrier found guilty of intent to cause improper, fictitious, or incorrect documentation to evade the provisions of "B" above shall pay to the joint Welfare Fund $150.00 per container which should have been stuffed or stripped.

6. If any shippers or their agents who have at any time used, are now using, or in the future use containers owned or leased by employer-members, hereafter use containers not owned or leased by employer-members, for the purpose of evading the provisions of "B" hereof, then the containers so used shall be considered to be within "A" and "B".

7. A committee represented equally by management, and Union shall be formed and shall have the responsibility and power to hear and pass judgment on any

violations of these rules. Any inability to agree shall be processed as a grievance under the applicable contract except as limited by "C (8)" hereof.

8. If the purpose of protecting and preserving the present work jurisdiction of longshoremen and all other deepsea ILA crafts over any containers loaded with LTL cargo, or consolidated full container loads as defined herein is not accomplished by the provisions of these rules on containers, then either party shall have the right to renegotiate these provisions or any part thereof by giving notice to the other party. This provision shall not be subject to arbitration. Pending renegotiation and settlement of the given dispute, the employees may decline to work the specific containers involved in the dispute and such refusal to work shall not be subject to arbitration. The renegotiation referred to above will not be subject to arbitration. Interpretation of this provision shall not be determined by an arbitrator but by a court of competent jurisdiction.

This Agreement settled and agreed upon this 20th day of February, 1969.

* * * *

ADDENDUM NO. 1

By mutual agreement, Section 53 (II) (c) (5) of the Hampton Roads Longshoremen's Agreement, October 1, 1968, to September 30, 1971, inclusive, entitled "Rules and Conditions Covering Handling of Containers in Hampton Roads to Become Effective February 22, 1969, Except as Otherwise Noted", is hereby amended and changed as follows:

5. "Failure to stuff or strip a container as required under these Rules will be considered a violation of the contract between the parties. Use of improper, fictitious or incorrect documentation to evade the provisions of Rule II shall also be considered a violation of the contract. If for any reason a container is no longer at the waterfront facility at which it should have been stuffed or stripped under the Rules, then the steamship carrier shall pay to the Joint Container Royalty Fund

liquidated damages of $1,000.00 per container which should have been stuffed or stripped."

Each and every other provision of the "Rules on Containers", except as amended by the paragraph above, shall remain in full force and effect.

This amendment settled and agreed upon this 10th day of July, 1970.

WITNESS THE FOLLOWING SIGNATURES:

For Employer-Members of HRMA

(s) Larry E. Pentecost

Larry E. Pentecost, Chairman of
Employers' Negotiating Committee

For the Employee-Members of ILA

(s) David D. Alston

David D. Alston, International Vice President
International Longshoremen's Association
(AFL-CIO)

GENERAL COUNSEL'S EXHIBIT No. 3

HAMPTON ROADS

LONGSHOREMEN'S
AGREEMENT

CLERKS', CHECKERS' AND
WEIGHERS' AGREEMENT

TIMEKEEPERS' AND INTERCHANGE
WRITERS' AGREEMENT

CONTAINER MAINTENANCE
AND REPAIR AGREEMENT

MISCELLANEOUS WORKERS'
AGREEMENT

FREIGHT HANDLERS'
AGREEMENT

TERMINAL CHECKERS'
AGREEMENT

Nov. 14, 1971 — Sept. 30, 1974

[Union Label]

Hampton Roads Shipping Association
127-129 Bank Street
Norfolk, Virginia 23510

* * * *

SECTION I

SCOPE OF WORK OF ILA

The ILA shall have, insofar as it is compatible with the laws of the United States of America and the State of Virginia, all work of rigging and unrigging of cargo and passenger vessels and the loading and discharging of their cargoes, including all carpentry and lashing required in securing cargo while vessel is alongside pier, except vessels loading at coal piers, including mail, baggage and dunnage used in connection with the cargo being handled, under the following terms and conditions:

a. It is understood that this agreement does not apply to ships loading and/or discharging bulk liquids at oil installations, which work the employers have no legal or contractual right to give to the ILA during the term of this agreement.

For the purpose of preservation of the work bargained for in this contract between the HRSA and the ILA, the HRSA agrees that none of the above work given to the ILA and covered by this contract, which work the HRSA has the legal and contractual right to give to the ILA, can be subcontracted out by members of HRSA, or given to any union except the ILA and its affiliated Locals, or to any persons except ILA members, unless ILA men are unavailable, in which event the HRSA member may employ such men as are available.

SECTION 2

CONTRACT TERM

The contract term shall be from November 14, 1971 through September 30, 1974.

SECTION 3

SCOPE OF AGREEMENT

The parties agree that a master contract is to be applicable to all ports between Searsport, Maine, and

Hampton Roads, Virginia, in which the Union is recognized as the collective bargaining representative of employees, covering wages, hours, the amount of contributions for welfare and pension benefits and the term of the agreements, but not the benefits to be provided by different pension and welfare plans, container and LASH. It is recognized that the Employer Associations and the ILA Locals operating in each of the different ports (together with the ILA in those ports where both ILA Locals and the ILA customarily have been parties to the collective agreements) have the exclusive power to negotiate contracts fully and completely on local conditions and other terms except for wages, hours, pension contributions and welfare contributions, and term of the agreements, container and LASH.

SECTION 51

RULES AND CONDITIONS COVERING HANDLING OF CONTAINERS IN HAMPTON ROADS

1. SIZE OF GANGS FOR STUFFING AND/OR STRIPPING OF CONTAINERS

When stuffing or stripping containers at pierside or in the terminal area, a header and three (3) men will be used. Additional men are to be employed at the Employer's discretion; however, it is understood that when stuffing or stripping is carried out by hand not less than two (2) men per container will be used.

2. On loaded containers which are stuffed or unstuffed by other than ILA longshore labor, the amounts set forth below shall be paid into an ILA Royalty Fund, for such distribution and administration as may be determined by its Trustees.

a. On conventional ships, thirty-five (35) cents per gross ton of cargo.

b. On conventional ships partially converted for handling containers, seventy (70) cents per gross ton of cargo.

c. On fully containerized vessels, one dollar ($1) per gross ton of cargo.

d. An equivalent amount of Royalty as set forth above will be paid to the Trustees of the HRMA-ILA Welfare and Pension Funds for such disposition and specific use as may be directed by the HRSA-ILA Trustees, as per Master Contract.

3. GANG SIZE FOR HANDLING OF CONTAINERS

When handling containers nineteen (19) men will be used. The utilization and placement of the men in the gang to be at the Employer's discretion. Crane operators, whether hired by the terminal company or by the stevedore, will be counted as part of the nineteen (19) man gang.

The container gang will perform no lashing. When lashing or unlashing is required, a lashing gang, with a minimum of a header and six (6) men, will be utilized. This clause does not apply to barges.

a. When holdmen are being used to stuff or unstuff containers on the dock or on deck there will be no simultaneous loading or discharging in the hatch by the gang.

4. It is understood and agreed that when containers are stuffed (loaded) or unstuffed (unloaded) in any port by ILA longshoremen at longshoremen's rates the payment of royalties shown in Section 2, Paragraphs (a), (b), and (c) will not apply. This clause is also applicable to the additional Container Royalty to be paid over to the Trustes of the HRMA-ILA Pension and Welfare Funds.

5. When a fifth wheel is required to move a container and/or chassis from the vessel to place of rest or from place of rest to the vessel within the terminal area, a member of the nineteen (19) man longshore gang will be used in accordance with Paragraph 3.

6. CONTAINERIZATION

RULES ON CONTAINERS

The following provisions are intended to protect and preserve the work jurisdiction of longshoremen and all

other ILA crafts at deepsea piers or terminals. To assure compliance with the collective bargaining provisions, the following rules and regulations shall be applied:

Rule 1. Definitions and Rule as to Containers Covered

Stuffing—means the act of placing cargo in a container.

Stripping—means the act of removing cargo from a container.

Loading—means the act of placing containers aboard a vessel.

Discharging—means the act of removing containers from a vessel.

These provisions relate solely to containers meeting each and all of the following criteria:

(a) Containers owned or leased by employer-members (including containers on wheels) which contain LTL loads or consolidated full container loads.

(b) Such containers which come from or go to any person (including but not limited to a consolidator who stuffs containers of outbound cargo or a distributor who strips containers of inbound cargo and including a forwarder, who is either a consolidator of outbound cargo or a distributor of inbound cargo) who is not the beneficial owner of the cargo.

(c) Such containers which come from or go to any point within a geographical area of any port in the North Atlantic District described by a 50-mile circle with its radius extending out from the center of each port.

Rule 2. Rule of Stripping and Stuffing Applied to Such Containers

A container which comes within each and all of the criteria set forth in Rule 1 above shall be stuffed and stripped by ILA longshore labor. Such ILA labor shall be paid and employed at longshore rates under the terms and conditions of the General Cargo Agreement. Such stuffing and stripping shall be performed on a waterfront facility, pier or dock. No container of cargo shall be stuffed or stripped by ILA longshore labor more than once. Notwithstanding the above provisions, LTL loads

or consolidated container loads of mail, of household goods with no other type of cargo in the container, and of personal effects of military personnel shall be exempt from the rule of stripping and stuffing.

Rule 3. Rules on No Avoidance or Evasion

The above rules are intended to be fairly and reasonably applied by the parties. To obtain nondiscriminatory and fair implementation of the above, the following principles shall apply:

(a) Agreement in the Port as to the geographic area as provided in Rule 1 (c) is based on present LTL movement patterns in the port. Should any person, firm or corporation, for the purpose of evading the provisions of Rule 2 hereof, seek to change such pattern by shifting its operations to, or commencing new operations at, a point outside said agreed-upon geographic area, then either party may raise the question whether said point should be included within the said geographic area, and upon agreement that the purpose of the shift in its operations was to evade the provisions of Rule 2, then said point shall be deemed to be within the said geographic area for the purpose of these rules.

(b) Containers owned or leased by companies which are affiliated either directly or through a holding company with an employer-member shall be deemed to be containers owned or leased by employer-members. Affiliation shall include subsidiaries and/or affiliates which are effectively controlled by the employer-member, its parent, or stockholders of either of them.

(c) It shall be the obligation of employer-members to clearly mark each container's documentation as to whether or not it is a Rule 1 container which is to be stuffed and stripped at the waterfront facility (pier or dock). If a container is not clearly marked it shall be deemed a Rule 1 container, and it shall be stuffed or stripped.

(d) Each employer-member shall keep records of each container supplied to a consolidator or other non-owner of cargo, located within the agreed geographic area, and such record shall be available to the Committee provided in (g) below. With respect to all containers received at

or delivered from the waterfront facility (pier or dock), a record of the same shall be made by ILA Checkers or Clerks.

(e) Failure to stuff or strip a container as required under these rules will be considered a violation of the contract between the parties. Use of improper, fictitious or incorrect documentation to evade the provisions of Rule 2 shall also be considered a violation of the contract. If for any reason a container is no longer at the waterfront facility at which it should have been stuffed or stripped under the rules, then the steamship carrier shall pay, to the joint Container Royalty Fund, liquidated damages of $1,000 per container which should have been stuffed or stripped. Such damages shall be used for the same purposes as the first Container Royalty is used in each port. If any carrier does not pay liquidated damages within 30 days after exhausting its right to appeal the imposition of liquidated damages to the Committee provided in (g) below, the ILA shall have the right to stop working such carrier's containers until such damages are paid.

(f) A committee represented equally by management and Union shall be formed and shall have the responsibility and power to hear and pass judgment on any violations of these rules. Any inability to agree shall be processed as a grievance under the applicable contract except as limited by "C (8)" hereof.

(g) If the purpose of protecting and preserving the present work jurisdiction of longshoremen and all other deepsea ILA crafts over any containers loaded with LTL cargo, or consolidated full container loads as defined herein is not accomplished by the provisions of these rules to renegotiate these provisions or any part thereof by giving notice to the other party. This provision shall not be subject to arbitration. Pending renegotiation and settlement of the given dispute, the employees may decline to work the specific containers involved in the dispute and such refusal to work shall not be subject to arbitration. The renegotiation referred to above will not be subject to arbitration. Interpretation of this provision shall not be determined by an arbitrator but by a court of competent jurisdiction.

SECTION 52

LASH AGREEMENT

1. All LASH ships shall be loaded and unloaded exclusively by ILA longshore labor, checked by ILA deepsea checkers, maintained by the ILA cooper, carpenter and maintenance locals at a waterfront facility (meaning a pier or dock, marshalling area, roadstead or other facility or location where LASH vessels are normally and usually loaded and discharged). All lighters shall be loaded and unloaded by ILA longshore labor. The employer shall use the gang system in the loading and unloading of the lighters.

2. The gang shall consist of the following men when working:

STEEL AND OTHER HEAVY CARGO

11 longshoremen plus a checker and a foreman

GENERAL CARGO

14 longshoremen plus a checker and a foreman.

3. The gang shall work as a unit, a gang shall work only one lighter at a time, the gang cannot be broken up so it can work two or more lighters at one time. The gang shall move from lighter to lighter as a gang unit.

4. The employer shall employ two gangs consisting of 18 men each plus any additional machine operators which are needed in the loading and unloading of the LASH ship.

5. The agreement covering the LASH system and opeartions shall be in effect for a period of 60 days and from month to month thereafter provided that either party shall have the right to cancel the agreement at any time after said 60 days period on 10 days written notice, and pending the consummation of a new agreement, the employees may decline to work any LASH lighters and ships and such negotiation shall not be subject to arbitration.

WITNESS THE FOLLOWING SIGNATURES THIS 3RD DAY OF JULY, 1972:

GENERAL COUNSEL'S EXHIBIT NO. 4

HAMPTON ROADS

[UNION LABEL]

LONGSHOREMEN'S AGREEMENT

CLERKS', CHECKERS' AND WEIGHERS' AGREEMENT

TIMEKEEPERS' AND INTERCHANGE WRITERS' AGREEMENT

CONTAINER MAINTENANCE AND REPAIR AGREEMENT

GEARMEN AND MECHANICS AGREEMENT

MISCELLANEOUS WORKERS' AGREEMENT

Oct. 1, 1974—Sept. 30, 1977

Hampton Roads Shipping Association
127-129 Bank Street
Norfolk, Virginia 23510

* * * *

SECTION 1

SCOPE OF WORK OF ILA

The ILA shall have, insofar as it is compatible with the laws of the United States of America and the State of Virginia, all work of rigging and unrigging of cargo and passenger vessels and the loading and discharging of their cargoes, including all carpentry and lashing required in securing cargo while vessel is alongside pier, including vessels loading at coal piers when required by

signatory employers, including mail, baggage and dunnage used in connection with the cargo being handled, including all stuffing and stripping, handling and movement of containers at waterfront facilities within a 50-mile radius from the center of the Port of Hampton Roads excluding movements of containers for repairs from point of rest and return, which shall be performed by members of 1970, and the loading and discharging of lash ships and barges of their cargoes under the following terms and conditions:

a. It is understood that this agreement does not apply to ships loading and or discharging bulk liquids at oil installations, which work the employers have no legal or contractual right to give to the ILA during the term of this agreement.

For the purpose of preservation of the work bargained for in this contract between the HRSA and the ILA, the HRSA agrees that none of the above work given to the ILA and covered by this contract, which work the HRSA has the legal and contractual right to give to the ILA, can be subcontracted out by members of HRSA, or given to any union except the ILA and its affiliated Locals, or to any persons except ILA members, unless ILA men are unavailable, in which event the HRSA member may employ such men as are available.

* * * *

SECTION 51
RULES AND CONDITIONS COVERING HANDLING OF CONTAINERS IN HAMPTON ROADS

1. SIZE OF GANGS FOR STUFFING AND/OR STRIPPING OF CONTAINERS

When stuffing or stripping containers at pierside or in the terminal area, a header and three (3) men will be used. Additional men are to be employed at the Employer's discretion; however, it is understood that when stuffing or stripping is carried out by hand not less than two (2) men per container will be used.

2. On loaded containers which are stuffed or unstuffed by other than ILA longshore labor, the amounts set forth below shall be paid into an ILA Royalty Fund, for such distribution and administration as may be determined by its Trustees.

a. On conventional ships, thirty-five (35) cents per gross ton of cargo.

b. On conventional ships partially converted for handling containers, seventy (70) cents per gross ton of cargo.

c. On fully containerized vessels, one dollar ($1) per gross ton of cargo.

d. An equivalent amount of Royalty as set forth above will be paid to the Trustees of the HRMA-ILA Welfare and Pension Funds for such disposition and specific use as may be directed by the HRSA-ILA Trustees, as per Master Contract.

3. GANG SIZE FOR HANDLING OF CONTAINERS

When handling containers nineteen (19) men will be used. The utilization and placement of the men in the gang to be at the Employer's discretion. Crane operators, whether hired by the terminal company or by the stevedore, will be counted as part of the nineteen (19) man gang.

The container gang will perform no lashing. When lashing or unlashing is required, a lashing gang, with a minimum of a header and six (6) men, will be utilized. This clause does not apply to barges.

a. When holdmen are being used to stuff or unstuff containers on the dock or on deck there will be no simultaneous loading or discharging in the hatch by the gang.

4. It is understood and agreed that when containers are stuffed (loaded) or unstuffed (unloaded) in any port by ILA longshoremen at longshoremen's rates the payment of royalties shown in Section 2, Paragraphs (a), (b), and (c) will not apply. This clause is also applicable to the additional Container Royalty to be paid over to the Trustees of the HRMA-ILA Pension and Welfare Funds.

5. When a fifth wheel is required to move a container and/or chassis from the vessel to place of rest or from place of rest to the vessel within the terminal area, a member of the nineteen (19) man longshore gang will be used in accordance with Paragraph 3.

SECTION 52

CONASA-ILA RULES ON CONTAINERS

PREAMBLE

This Agreement made and entered into by and between the carrier and direct employer members of the CONASA Port Associations (hereinafter referred to collectively as "CONASA") and the International Longshoremen's Association, AFL-CIO ("ILA"), its Atlantic Coast District ("ACD") and its affiliated local unions in each CONASA port ("locals") covers all container work at a waterfront facility which includes but is not limited to the receiving and delivery of cargo, the loading and discharging of said cargo into and out of containers, the maintenance of containers, and the loading and discharging of containers on and off ships.

CONASA agrees that it will not directly perform work done on a container waterfront facility (as hereinafter defined) or contract out such work which historically and regularly has been & currently is performed by employees covered by CONASA-ILA Agreements, including CONASA-ILA craft agreements, unless such work on such container waterfront facility is performed by employees covered by CONASA-ILA Agreements.

RULES

The following provisions are intended to protect and preserve the work jurisdiction of longshoremen and all other ILA crafts which was performed at deepsea waterfront facilities. These rules do not have any effect on work which historically was not performed at a waterfront facility by deepsea ILA labor. To assure compliance with the collective bargaining provisions, the following rules and regulations shall be applied uniformly in all CONASA Ports to all import or export cargo in containers:

Definitions

(a) Loading a Container—means the act of placing cargo into a container.

(b) Discharging a Container—means the act of removing cargo from a container.

(c) Loading Containers on a vessel—means the act of placing containers aboard a vessel.

(d) Discharging Containers from a vessel—means the act of removing containers from a vessel.

(e) Waterfront facility—means a pier or dock where vessels are normally worked including a container compound operated by a carrier or direct employer.

(f) Qualified Shipper—means the manufacturer or seller having a proprietary financial interest (other than in the transportation or physical consolidation or deconsolidation) in the export cargo being transported and who is named in the dock/cargo receipt.

(g) Qualified Consignee—Means the purchaser or one who otherwise has a proprietary financial interest (other than in the transportation or physical consolidation or deconsolidation) in the import cargo being transported and who is named in the delivery order.

(h) Consolidated Container Load—means a container load of cargo where such cargo belongs to more than one shipper on export cargo or one consignee on import cargo.

Rule 1—Containers To Be Loaded or Discharged by Deepsea ILA Labor

(a) Cargo in containers referred to below shall be loaded into or discharged out of containers only at a waterfront facility by deepsea ILA labor:

(1) Containers owned, leased or used by carriers (including containers on wheels and trailers), hereinafter

"containers", which contain consolidated container loads, which come from or go to any point within a geographic area of any CONASA port described by a 50-mile circle with its radius extending out from the center of each port, (hereinafter "geographic area") or

(2) Containers which come from a single shipper which is not the manufacturer ("manufacturer's label") into which the cargo has been loaded (consolidated) by other than its own employees and such containers come from any point within the "geographic area," or

(3) Containers designated for a single consignee from which the cargo is discharged (deconsolidated) by other than its own employees within the "geographic area" and which is not warehoused in accordance with Rule 2(B).

(b) Such ILA labor shall be paid and employed at deep-sea longshore rates under the terms and conditions of the deep-sea ILA labor agreement in each CONASA port, including the provisions for all fringe benefits and any and all other benefits receivable by deep-sea ILA craft workers in each such Port. No cargo shall be loaded into or discharged out of any container by ILA deep-sea labor more than once.

(c) All export consolidated cargo, described in 1(a) (1) and (2) above, shall be received at the waterfront facility by deep-sea ILA labor and such cargo shall be loaded into a container at the waterfront facility for loading aboard ship.

(d) All import consolidated cargo, described in 1(a (1) and (3) above, shall be discharged from the container and the cargo placed on the waterfront facility where it will be delivered and picked up by each consignee.

(e) No carrier or direct employee shall supply its containers to any consolidator or de-consolidator. No carrier or direct employer shall operate a facility in violation of the Rules on Containers which specifically require that

all Rule 1 Containers be loaded or discharged at a waterfront facility.

Rule 2—Containers Not to be Loaded or Discharged by ILA Labor

Cargo in containers referred to below shall not be loaded or discharged by ILA labor:

A. Export Cargo:

(1) All cargo loaded in containers outside the "geographic area".

(2) Containers loaded with cargo at a qualified shipper's facility with its own employees.

(3) Containers loaded with the cargo of a single manufacturer (manufacturer's label).

(4) Consolidated container loads of mail, household effects of a person who is relocating his place of residence, with no other type of cargo in the container, or personal effects of military personnel.

B. Import Corgo;

(1) All cargo discharged from containers outside the "geographic area".

(2) Containers discharged at a qualified consignee's facility by its own employees.

(3) Consolidated container loads of mail, household effects of a person who is relocating his place of business, with no other type of cargo in the container, or personal effects of military personnel.

(4) Containers of a qualified consignee discharged at a bona fide public warehouse within the "geographic area" which comply with all of the following conditions.

1. The container cargo is warehoused at a bona fide public warehouse.

2. The qualified consignee pays the normal labor charges in and out; and the normal warehouse storage fees for a minimum period of thirty or more days, and;

3. The cargo being warehoused (a) in the normal course of the business of the qualified consignee; (b) title to such goods has not been transferred from the qualified consignee to another.

The carrier on request will furnish all documentation and other information which permits the Container Committee in the port to determine whether conditions 1, 2 and 3 have been met. This exception shall not apply where cargo is warehoused for the purpose of avoidance or evasion of Rule 1. It is limited to containers warehoused as provided in the above conditions and any warehouse which does not conform to such conditions shall be deemed a consolidator or de-consolidator.

Rule 3—Batching

When an employer-member or carrier uses a trucker to remove or deliver containers in batches, or in substantial number, from or to a terminal to another place of rest (outside of its terminal) where containers are stored pending their delivery to a consignee (or after being received from a shipper and while waiting the arrival of a ship), for the purpose of reducing the work jurisdiction of the ILA or any of its crafts, such use is deemed to be batching and an evasion of these Rules in violation of the CONASA-ILA contract.

Rule 4—Headload

Where a single qualified shipper sends an export container which contains all of his own cargo to a waterfront facility and such container is not full, the carrier or direct employer may load this container with additional cargo at the waterfront facility. On import cargo, the carrier or direct employer may discharge any such additional cargo and send the remaining cargo in the container to the qualified consignee. The loading or discharging of cargo at ILA ports shall be performed at a waterfront facility by deepsea ILA labor.

Rule 5—Overland Movement of Containers from CONASA Port to Non-CONASA Port

If a carrier moves containers from a CONASA Port to a non-CONASA Port for the purpose of evading the Rules on Containers, the carrier is in violation of the CONASA-ILA Agreement. If the cargo is being moved to a non-CONASA-ILA Port in the normal course of business, and not for the purpose of evasion, then such movement is not a violation.

Rule 6—Importers Advertising Evasion of Rules

The circulation, in writing, by importers, of methods developed by them to evade the Rules on Containers by issuing single bills of lading on what are in fact consolidated container loads shall be deemed a violation and all CONASA-ILA Container Committees shall be advised to stop such evasion at the waterfront facilities.

Rule 7—No Avoidance or Evasion

The above rules are intended to be fairly and reasonably applied by the parties. To obtain non-discriminatory and fair implementation of the above, the following principles shall apply:

(a) *Geographic Area*—Agreement in the Port to the geographic area as provided in Rule 1 is based on present consolidated movement patterns in the port. Should any person, firm or corporation for the purpose of evading the provisions of the Rules on Containers, seek to change such pattern by shifting its operations to, or commencing new operations at, a point outside said agreed upon geographic area, then either party may raise the question whether said point should be included within the said geographic area, and upon agreement that the purpose of the shift in its operations was to evade the provisions of the Rules on Containers, then said point shall be deemed to be within the said geographic area for the purpose of these rules.

(b) *Containers Owned, Leased or Used*
Containers owned, leased or used by companies which are affiliated either directly or through a holding company with a carrier or a direct employer shall be deemed to be containers owned, leased or used by a carrier or direct employer. Affiliation shall include subsidiaries and/or affiliates which are effectively controlled by the carrier or direct employer, its parent, or stockholders of either of them.

(c) *Liquidated Damages*—Failure to load or discharge a container as required under these rules will be considered a violation of the contract between the parties. Use of improper, fictitious or incorrect documentation to evade the provisions of Rule 1 and Rule 2 shall also be considered a violation of the contract. If for any reason a container is no longer at the waterfront facility at which it should have been loaded or discharged under the Rules, then the carrier or its agent or direct employer shall pay, to the joint Container Royalty Fund, liquidated damages of $1,000 per container which should have been loaded or discharged. If any carrier does not pay liquidated damages within 30 days after exhausting its right to appeal the imposition of liquidated damages to the Committee provided in Rule 9(a) below, the ILA shall have the right to stop working such carrier's containers until such damages are paid.

(d) Any facility operated in violation of the Container Rules will not have service supplied to it by any direct employer and the ILA will not supply labor to such facility.

Rule 8—Renegotiation and Cancellation—No Arbitration

These Rules shall be in effect for the term of the CONASA-ILA Agreement, provided, however, that either party shall have the right to cancel the Rules on Containers at any time on or after December 1, 1974, on thirty (30) days written notice of a desire to renegotiate the provisions of these Rules. Negotiations shall

be held during such thirty (30) day period and if the parties are unable to agree by the end of such period, these Rules shall be deemed cancelled. Thereafter, the ILA shall have the right to refuse to handle containers and CONASA shall have the right to refuse to hire employees under the said Rules. The negotiations referred to above shall, under no condition, be subject to the grievance or arbitration provisions of any CONASA-ILA Agreement.

Rule 9—Enforcement of the Rules on Containers

To assure effective, fair and non-discriminatory enforcement of the above Rules, the following regulations shall apply:

(a) A Committee in each CONASA port represented equally by management and union shall be formed and shall have the responsibility and power to hear and pass judgment on any violations of these Rules. Any inability to agree shall be processed as a grievance under the applicable contract except as limited by Rule 8 hereof. A joint committee, known as the CONASA-ILA Container Committee, represented equally by management and labor and made up of representatives (to be mutually agreed upon) from each CONASA Port, namely, Boston, Rhode Island, New York, Philadelphia, Baltimore and Hampton Roads shall meet at least quarterly each year for the purpose of insuring uniformity in the interpretation of these Rules.

(b) A Committee of carriers, together with CONASA-ILA Container Committee will develop uniform documentation which shall be required to be prepared and maintained by all carriers in order to readily identify all Rule 1 containers which are subject to loading or discharging by deepsea ILA labor. It shall be the obligation of employer-members to clearly mark each container's documentation as to whether or not it is a Rule 1 container, which shall be loaded or discharged. If a container's documentation is not clearly marked, it shall be deemed a Rule 1 container and it shall be

loaded or discharged by deepsea ILA labor at the waterfront facility. With respect to all containers received at or delivered from the waterfront facility, a record of the same shall be made by ILA Checkers or Clerks. All carriers will distribute to all other carriers any and all information and devices which are being used by any person to circumvent the Rules on Containers. Any carrier whose attention is brought to a violation of the Rules shall immediately cease such violation and report the matter to the appropriate CONASA-ILA Container Committee and to the policing agency provided in (e) below in its port.

(c) Every import container destined to a point within 50-miles of a CONASA Port shall be delivered only on a delivery order. Every export container coming from a point within 50-miles of a CONASA Port shall be received only on a dock/cargo receipt. Such delivery orders and dock/cargo receipts shall certify the place of delivery and origin of the container, the name or names of the person to whom the cargo is being delivered and from which it is shipped, the identity of the owner of the cargo, weight of the cargo, identity of the cargo and the origin and final destination of the container. Copies of such delivery orders and dock/cargo receipts shall be available to the local port Container Committee and the policing agency provided for in (e) below.

(d) The Container Committee in each CONASA Port shall promulgate to all carriers and direct employers, and to the Container Committees in each CONASA Port, any and all interpretations of the Rules on Containers as and when they are made. This will include uniform interpretations as and when they are issued. The CONASA-ILA Container Committee shall also promulgate uniform interpretations to local port Container Committees, as and when they are issued.

(e) *Policing Agency*-Each CONASA Port shall establish a method of policing and enforcing these Rules on a uniform and non-discriminatory basis. No such

method shall be implemented until presented to and approved by the joint CONASA-ILA Container Committee.

Rule 10—Container Royalty Payments

The two Container Royalty payments required by the CONASA-ILA collective bargaining agreements shall be payable only once in the Continental United States. They shall be paid in that ILA Port where the container is first handled by ILA longshore labor at longshore rates. The second container royalty payment (provided by paragraph 6 of the 1971-1974 CONASA-ILA Memorandum of Agreements) shall be continued and shall be used for fringe benefit purposes only, other than supplemental cash benefits, which purposes are to be determined locally on a port by port basis. Containers originating at a foreign port which are transshipped at a United States port for ultimate destination to another foreign port ("foreign sea-to-foreign-sea containers") are exempt from the payment of container royalties.

* * * *

GENERAL COUNSEL'S EXHIBIT No. 10

CONASA-ILA CONTAINER COMMITTEE

80 Broad Street
New York, N.Y. 10004
(212) 943-2765

INTERPRETIVE BULLETIN NO. 1

In accordance with the resolution made at the January 29, 1973, meeting of the CONASA-ILA Container Committee, directing that all interpretations be issued by the CONASA-ILA Container Committee office and promulgated to all local Port Container Committees as well as all other interested parties, Interpretive Bulletins will be issued periodically by the CONASA-ILA Container Committee for the information of all interested parties.

This document is the first such Interpretive Bulletin and sets forth the determinations reached by the CONASA-ILA Container Committee at its meetings of September 11-13, 1972, and at its meetings of January 25-29, 1973.

No persons or representative is authorized to issue any interpretations other than the Port Container Committees in each CONASA port subject to review by the full CONASA-ILA Container Committee in cases of conflict. The CONASA-ILA Container Committee will issue further clarifications and interpretations only at the request of members of one of the CONASA Port Associations or an official of an ILA Local Union. Interpretations and clarifications will not be issued to any party not covered by the various Collective Bargaining Agreements. Requests, in writing, for clarifications and interpretations should be addressed to the CONASA-ILA Container Committee at the above address.

The CONASA-ILA Container Committee has issued the following interpretations and definitions as of the date of this Bulletin:

INTERPRETATION 1.1

Containers Covered

The rules on containers relate solely to containers meeting either of the following criteria:

(a) Containers owned or leased by carriers (including containers on wheels) which contain LTL loads or consolidated full container loads, which come from or go to any point within a geographical area of any port in the North Atlantic District described by a 50-mile circle with its radius extending out from the center of each port.

(b) Containers which come from or go to any person (including a consolidator who stuffs containers of outbound cargo or a distributor who strips containers of inbound cargo and including a forwarder, who is either a consolidator of outbound cargo or a distributor of inbound cargo) who is not a beneficial owner of the cargo and such containers come from or go to any point within a geographical area of any port in the North Atlantic District described by a 50-mile circle with its radius extending out from the center of each port.

INTERPRETATION 1.2

Batching

When an employer member or carrier uses a trucker to remove or deliver containers in batches, or in substantial number, from or to a terminal to another place of rest (outside of its terminal) where containers are stored pending their delivery to consignee (or after being received from a shipper and while awaiting the arrival of a ship), for the purpose of reducing the work jurisdiction of the ILA or any of its crafts (and when adequate physical space exists on the facility for storage of such containers), such use is deemed to be batching and is a violation of the CONASA-ILA contract.

INTERPRETATION 1.3

Warehousing

A beneficial owner does not violate the Rules on Containers when he warehouses his goods in bona fide public warehouse under the following conditions:

1. The container cargo is warehoused at a bona fide public warehouse.
2. The beneficial owner pays the normal labor charges in and out; and the normal warehouse storage fees for a minimum period of thirty or more days; and
3. The cargo is being warehoused (a) in the normal course of the business of the beneficial owner; (b) title to such goods has not been transferred from the beneficial owner to another; and (c) it is contemplated that such transfer of title will not take place for at least 30 days after the warehousing of the cargo. This exception shall not apply where cargo is warehoused for the purpose of avoidance or evasion of Rule 1.
4. The beneficial owner furnishes all documentation and other information which permits the Container Committee in the port to determine whether conditions 1, 2 and 3 have been met.
5. This definition is limited to containers warehoused as provided in the above conditions and any warehouse which does not conform to such conditions shall be deemed a distribution station and treated accordingly.

INTERPRETATION 1.4

Beneficial Owner

The beneficial owner is the ultimate owner entitled to the beneficial use, enjoyment and title of the property. The term ultimate owner refers to one using the cargo in the normal course of his business but it does not include a broker, distributor, consolidator, trucker, forwarder, warehouseman or the ultimate consumer.

INTERPRETATION 1.5

Headload

Where a single beneficial owner sends a container (either export or import) which contains all of his own cargo to a carrier's pier and such container is not full, the carrier may chock this container with additional cargo and at arrival at another port the carrier may strip the additional cargo and send the remaining cargo to the beneficial owner. The chocking or stripping at ILA ports shall be performed at a pier by deepsea ILA labor.

INTERPRETATION 1.6

Enforcement of Rules on Containers

The following standards are hereby promulgated to assure fair and non-discriminatory enforcement of the CONASA-ILA Rules on Containers.

1. (a) All outbound (export) consolidated or LTL container loads (Rule 1 containers) shall be stripped from the container at the pier by deepsea ILA labor and cargo shall be stuffed into a different container for loading aboard ship.

1. (b) All inbound (import) consolidated or LTL cargo (Rule 1 containers) for distribution shall be stripped from the container and the cargo placed on the pier where it will be delivered and picked up by each consignee.

2. No carrier or direct employer shall supply its containers to any facilities operated in violation of the Rules on Containers including but not limited to a consolidator who stuffs containers of outbound cargo or a distributor who strips containers of inbound cargo and including a forwarder who is either a consolidator or a distributor. No carrier or direct employer shall operate a

facility in violation of the Rule on Containers which specifically require that all containers be stuffed or stripped at a waterfront facility (pier or dock) where vessels normally dock.

A list shall be maintained of consolidation and distribution stations which are operated in violation of the Rules for the information of all carriers and direct employers. Any container consolidated at or distributed from such facilities shall be deemed a violation and subject to the rules on stuffing and stripping.

3. A committee of carriers, together with CONASA-ILA Container Committee will develop uniform documentation which shall be required to be prepared and maintained by all carriers in order to readily identify all Rule 1 containers which are subject to stuffing or stripping by deepsea ILA labor.

4. All carriers will distribute to all other carriers any and all information and devices which are being used by any person to circumvent the Rules on Containers. Any carrier whose attention is brought to a violation of the Rules shall immediately cease such violation and report the matter to the appropriate CONASA-ILA Container Committee in its port.

5. The Container Committee in each CONASA port shall promulgate to all carriers and direct employers, and to the Container Committees in each CONASA port, any and all interpretations of the Rules on Containers as and when they are made. This will include uniform interpretations as and when they are issued by the CONASA-ILA Container Committee.

6. Any facility operated in violation of the Container Rules will not have service supplied to it by any direct employer and the ILA will not supply labor to such facility.

INTERPRETATION 1.7

Overland Movement of Containers from CONASA Port to Non-CONASA Port

If a steamship line moves containers from a CONASA port to a non-CONASA port for the purpose of evading the rules on containers, the line is in violation of the CONASA-ILA Agreement. If the cargo is being moved to the non-ILA port to meet the requirements of local market conditions, and not for the purpose of evasion, then such movement is not within the rules.

INTERPRETATION 1.8

Importers Advertising Evasion of Rules

The ILA brought to the attention of CONASA that certain importers were circulating, in writing, methods developed by them to evade the rules on containers by issuing single bills of lading on what are in fact consolidated container loads of many beneficial owners. CONASA and ILA agreed that such evasion would be stopped wherever it was found.

GENERAL COUNSEL'S EXHIBIT No. 11

AGREEMENTS

NEGOTIATED BY THE

Steamship Trade Association

of Baltimore, Inc.

For Its Members

with the

International

Longshoremen's

Association

AFL-CIO

for the

Port of Baltimore

Effective October 1, 1968

through September 30, 1971

[Union Label]

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THE FOLLOWING PROVISIONS ARE APPLICABLE TO ALL LOCALS

CONTAINERIZATION

Containers owned or leased by employer-members (including containers on wheels) containing LTL loads or consolidated full-container loads, which are destined for or come from, any person (including a consolidator who stuffs containers of outbound cargo or a distributor who strips containers of inbound cargo and including a forwarder, who is either a consolidator of outbound cargo or a distributor of inbound cargo) who is not the beneficial owner of the cargo, and which either comes from or is destined to any point within a 50 mile radius from the center foany North Atlantic District port shall be stuffed and stripped by ILA labor at longshore rates on a waterfront facility under the terms and conditions of the General Cargo Agreement.

RULES ON CONTAINERS

The following provisions are intended to protect and preserve the work jurisdiction of longshoremen and all other ILA crafts at deepsea piers or terminals. To assure compliance with the collective bargaining provisions the following rules and regulations shall be applied:

Rule 1. *Definitions and Rule as to Containers Covered.*

Stuffing—means the act of placing cargo into a container.

Stripping—means the act of removing cargo from a container.

Loading—means the act of placing containers aboard a vessel.

Discharging—means the act of removing containers from a vessel.

These provisions relate solely to containers meeting each and all of the following criteria:

(a) Containers owned or leased by employer-members (including containers on wheels) which contain LTL loads or consolidated full container loads.

(b) Such containers which come from or go to any person (including a consolidator who stuffs containers of outbound cargo or a distributor who strips containers of inbound cargo and including a forwarder, who is either a consolidator of outbound cargo or a distributor of inbound cargo) who is not the beneficial owner of the cargo.

(c) Such containers which come from or go to any point within a geographical area of any port in the North Atlantic District described by a 50 mile circle with its radius extending out from the center of each port.

Rule 2. *Rule of Stripping and Stuffing Applied to Such Containers*

A container which comes within each and all of the criteria set forth in Rule 1 above shall be stuffed and stripped by ILA longshore labor. Such ILA labor shall be paid and employed at longshore rates under the terms and conditions of the General Cargo Agreement. Such stuffing and stripping shall be performed on a waterfront facility, pier or dock. No container of cargo shall be stuffed or stripped by ILA longshore labor more than once. Notwithstanding the above provisions, LTL loads or consolidated container loads of mail, of household goods with no other type of cargo in the container, and of personal effects of military personnel shall be exempt from the rule of stripping and stuffing.

Rule 3. *Rules on No Avoidance or Evasion*

The above rules are intended to be fairly and reasonably applied by the parties. To obtain nondiscriminatory and fair implementation of the above, the following principles shall apply:

(a) Agreement in the Port as to the geographic area as provided in Rule 1-(c) is based on present LTL movement patterns in the port. Should any person, firm or corporation, for the purpose of evading the provisions of Rule 2 hereof, seek to change such pattern by shifting its operations to, or commencing new operations at, a point outside said agreed-upon geographic area, then either party may raise the question whether said point should be included within the said geographic area, and upon agreement that the purpose of the shift in its operations was to evade the provisions of Rule 2, then said point shall be deemed to be within the said geographic area for the purpose of these rules.

(b) Containers owned or leased by companies which are affiliated either directly or through a holding company with an employer-member shall be deemed to be containers owned or leased by employer-members. Affiliation shall include subsidiaries and/or affiliates which are effectively controlled by the employer-members, its parent, or stockholders of either of them.

(c) It shall be the obligation of employer-members to clearly mark each container's documentation as to whether or not it is a Rule 1 container which is to be stuffed and stripped at the waterfront facility (pier or dock).

(d) Each employer-member shall keep records of each container supplied to a consolidator or other non-owner of cargo, located within the agreed geographic area, and such record shall be available to the Committee provided in (g) below. With respect to all containers, received at or delivered from the waterfront facility, (pier or dock) a record of the same shall be made by ILA Checkers or Clerks.

(e) Failure to stuff or strip a container as required under these rules will be considered

a violation of the contract between the parties. Use of improper, fictitious or incorrect documents to evade the provisions of Rule 2 shall also be considered a violation of the contract. If for any reason a container is no longer at the waterfront facility at which it should have been stuffed or stripped under the rules then the steamship carrier shall pay to the joint Welfare Fund liquidated damages of $250 per container which should have been stuffed or stripped.

(f) If any shippers or their agents who have at any time used, are now using, or in the future use containers owned or leased by employer-members, hereafter used containers not owned or leased by employer-members, for the purpose of evading the provisions of Rule 2 hereof, then the containers so used shall be considered to be within Rule 1 and Rule 2.

(g) A committee represented equally by management and union shall be formed and shall have the responsibility and power to hear and pass judgment on any violations of these rules. Any inability to agree shall be processed as a grievance under the applicable contract except as limited by 3(h) hereof.

(h) If the purpose of protecting and preserving the present work jurisdiction of longshoremen and all other deepsea ILA crafts over any containers loaded with LTL cargo as defined herein is not accomplished by the provisions of these rules on containers, then either party shall have the right to renegotiate these provisions or any part thereof by giving notice to the other party. This provision shall not be subject to arbitration. Pending renegotiation and settlement of the given dispute, the employees may decline to work any containers involved in the dispute and such refusal to work shall not be subject to arbitra-

tion. The renegotiation referred to above will not be subject to arbitration. Interpretation of this provision shall not be determined by an arbitrator but by a court of competent jurisdiction.

Container Royalty

The rate of contributions now in effect shall continue.

GUARANTEED ANNUAL INCOME

1. Effective October 1, 1969, and for the remainder of the term of this Agreement, all employees covered by this Agreement who are properly registered as provided in this Agreement, shall be guaranteed an annual income of 1800 hours per Contract Year October 1, 1969 through September 30, 1970, and 1800 hours per Contract Year October 1, 1970 through September 30, 1971, multiplied by the existing hourly straight time rate applicable during each such year subject to the following provisions:

a. Any such employee must have worked at least 700 hours for which contributions have been made to the STA of Balto.-ILA Welfare Fund, any one of the two Contract Years October 1, 1966 to September 30, 1967, and October 1, 1967 to September 30, 1968.

b. In order to qualify for the annual guarantee an employee must comply with all the requirements of Registration as provided herein.

c. Employees who were unable to work in all or part of the qualifying years by reason of sickness, injury, or disability, and who receive welfare benefits under the STA-ILA Welfare Plan, or who receive workmen's compensation or disability benefits under any Federal or State Law, whose absence from the industry as unable to work has been certified under the standards established by the Steamship Trade

GENERAL COUNSEL'S EXHIBIT NO. 13

AGREEMENTS

NEGOTIATED BY THE

Steamship Trade Association

of Baltimore, Inc.

For Its Members

with the

International

Longshoremen's

Association

AFL-CIO

for the

Port of Baltimore

Effective October 1, 1974

through September 30, 1977

[Union Label]

CONASA-ILA RULES ON CONTAINERS

Preamble

This Agreement made and entered into by and between the carrier and direct employer members of the CONASA Port Associations (hereinafter referred to collectively as "CONASA") and the International Longshoremen's Association, AFL-CIO ("ILA"), its Atlantic Coast District ("ACD") and its affiliated local unions in each CONASA port ("locals") covers all container work at a waterfront facility which includes but is not limited to the receiving and delivery of cargo, the loading and discharging of said cargo into and out of containers, the maintenance of containers, and the loading and discharging of containers on and off ships.

CONASA agrees that it will not directly perform work done on a container waterfront facility (as hereinafter defined) or contract out such work which historically and regularly has been and currently is performed by employees covered by CONASA-ILA Agreements, including CONASA-ILA craft agreements, unless such work on such container waterfront facility is performed by employees covered by CONASA-ILA Agreements.

RULES

The following provisions are intended to protect and preserve the work jurisdiction of longshoremen and all other ILA crafts which was performed at deepsea waterfront facilities. These rules do not have any effect on work which historically was not performed at a waterfront facility by deepsea ILA labor. To assure compliance with the collective bargaining provisions, the following rules and regulations shall be applied uniformly in all CONASA Ports to all import or export cargo in containers:

Definitions

(a) Loading a Container—means the act of placing cargo into a container.

(b) Discharging a Container—means the act of removing cargo from a container.

(c) Loading Containers on a vessel—means the act of placing containers aboard a vessel.

(d) Discharging Containers from a vessel—means the act of removing containers from a vessel.

(e) Waterfront facility—means a pier or dock where vessels are normally worked including a container compound operated by a carrier or direct employer.

(f) Qualified Shipper—means the manufacturer or seller having a proprietary financial interest (other than in the transportation or physical consolidation or deconsolidation) in the export cargo being transported and who is named in the dock/cargo receipt.

(g) Qualified Consignee—means the purchaser or one who otherwise has a proprietary financial interest (other than in the transportation or physical consolidation or deconsolidation) in the import cargo being transported and who is named in the delivery order.

(h) Consolidated Container Load—means a container load of cargo where such cargo belongs to more than one shipper on export cargo or one consignee on import cargo.

Rule 1—Containers To Be Loaded or Dicharged by Deepsea ILA Labor

(a) Cargo in containers referred to below shall be loaded into or discharged out of containers only at a waterfront facility by deepsea ILA labor:

(1) Containers owned, leased or used by carriers (including containers on wheels and trailers), hereinafter "containers", which contain consolidated container loads, which come from or go to any point within a geographic area of any CONASA port described by a 50-mile circle with its radius extending out from the center of each port (hereinafter "geographic area"), or

(2) Containers which come from a single shipper which is not the manufacturer ("manufacturer's label") into which the cargo has been loaded (consolidated) by other than its own employees and such containers come from any point within the "geographic area," or

(3) Containers designated for a single consignee from which the cargo is discharged (deconsolidated) by other than its own employees within the "geographic area" and which is not warehoused in accordance with Rule 2(B).

(b) Such ILA labor shall be paid and employed at deepsea longshore rates under the terms and conditions of the deepsea ILA labor agreement in each CONASA port, including the provisions for all fringe benefits and any and all other benefits receivable by deepsea ILA craft workers in each such Port. No cargo shall be loaded into or discharged out of any container by ILA deepsea labor more than once.

(c) All export consolidated cargo, described in 1(a)(1) and (2) above, shall be received at the waterfront facility by deepsea ILA labor and such cargo shall be loaded into a container at the waterfront facility for loading aboard ship.

(d) All import consolidated cargo, described in 1(a)(1) and (3) above, shall be discharged from the container and the cargo placed on the waterfront facility where it will be delivered and picked up by each consignee.

(e) No carrier or direct employer shall supply its containers to any consolidator or deconsolidator. No carrier or direct employer shall operate a facility in violation of the Rules on Containers which specifically require that all Rule 1 containers be loaded or discharged at a waterfront facility.

Rule 2—Containers Not To Be Loaded or Dicharged by ILA Labor

Cargo in containers referred to below shall not be loaded or discharged by ILA labor.

A. *Export Cargo:*

(1) All cargo loaded in containers outside the "geographic area".

(2) Containers loaded with cargo at a qualified shipper's facility with its own employees.

(3) Containers loaded with the cargo of a single manufacturer (manufacturer's label).

(4) Consolidated container loads of mail, household effects of a person who is relocating his place of residence, with no other type of cargo in the container, or personal effects of military personnel.

B. *Import Cargo:*

(1) All cargo discharged from containers outside the "geographic area".

(2) Containers discharged at a qualified consignee's facility by its own employees.

(3) Consolidated container loads of mail, household effects of a person who is relocating his place of business, with no other type of cargo in the container, or personal effects of military personnel.

(4) Containers of a qualified consignee discharged at a bona fide public warehouse within the "geographic area" which comply with all of the following conditions:

1. The container cargo is warehoused at a bona fide public warehouse.

2. The qualified consignee pays the normal labor charges in and out; and the normal warehouse storage fees for a minimum period of thirty or more days; and

3. The cargo being warehoused (a) in the normal course of the business of the qualified consignee; (b) title to such goods has not been transferred from the qualified consignee to another.

The carrier on request will furnish all documentation and other information which permits the Container Committee in the port to determine whether conditions 1, 2 and 3 have been met. This exception shall not apply where cargo is warehoused for the purpose of avoidance or evasion of Rule 1. It is limited to containers warehoused as provided in the above conditions and any warehouse which does not conform to such conditions shall be deemed a consolidator or deconsolidator.

Rule 3—Batching

When an employer-member or carrier uses a trucker to remove or deliver containers in batches, or in substantial number, from or to a terminal to another place of rest (outside of its terminal) where containers are stored pending their delivery to a consignee (or after being received from a shipper and while waiting the arrival of a ship), for the purpose of reducing the work jurisdiction of the ILA or any of its crafts, such use is deemed to be batching and an evasion of these Rules in violation of the CONASA-ILA contract.

Rule 4—Headload

Where a single qualified shipper sends an export container which contains all of his own cargo to a waterfront facility and such container is not full, the carrier or direct employer may load this container with additional cargo at the waterfront facility. On import cargo, the carrier or direct employer may discharge any such additional cargo and send the remaining cargo in the container to the qualified consignee. The loading or discharging of cargo at ILA ports shall be performed at a waterfront facility by deepsea ILA labor.

Rule 5—Overland Movement of Containers from CONASA Port to Non-CONASA Port

If a carrier moves containers from a CONASA Port to a non-CONASA Port for the purpose of evading the Rules on Containers, the carrier is in violation of the CONASA-ILA Agreement. If the cargo is being moved

to a non-CONASA-ILA Port in the normal course of business, and not for the purpose of evasion, then such movement is not a violation.

Rule 6—Importers Advertising Evasion of Rules

The circulation, in writing, by importers, of methods developed by them to evade the Rules on Containers by issuing single bills of lading on what are in fact consolidated container loads shall be deemed a violation and all CONASA-ILA Container Committees shall be advised to stop such evasion at the waterfront facilities.

Rule 7—No Avoidance or Evasion

The above rules are intended to be fairly and reasonably applied by the parties. To obtain nondiscriminatory and fair implementation of the above, the following principles shall apply:

(a) Geographic Area—Agreement in the Port to the geographic area as provided in Rule 1 is based on present consolidated movement patterns in the port. Should any person, firm or corporation for the purpose of evading the provisions of the Rules on Containers, seek to change such pattern by shifting its operations to, or commencing new opeartions at, a point outside said agreed upon geographic area, then either party may raise the question whether said point should be included within the said geographic area, and upon agreement that the purpose of the shift in its operations was to evade the provisions of the Rules on Containers, then said point shall be deemed to be within the said geographic area for the purpose of these rules.

(b) Containers Owned, Leased or Used—Containers owned, leased or used by companies which are affiliated either directly or through a holding company with a carrier or a direct employer shall be deemed to be containers owned, leased or used by a carrier or direct employer. Affiliation shall include subsidiaries and/or affiliates which are effectively controlled by the carrier or direct employer, its parent, or stockholders of either of them.

(c) Liquidated Damages—Failure to load or discharge a container as required under these rules will be considered a violation of the contract between the parties. Use of improper, fictitious or incorrect documentation to evade the provisions of Rule 1 and Rule 2 shall also be considered a violation of the contract. If for any reason a container is no longer at the waterfront facility at which it should have been loaded or discharged under the Rules, then the carrier or its agent or direct employer shall pay, to the joint Container Royalty Fund, liquidated damages of $1,000 per container which should have been loaded or discharged. If any carrier does not pay liquidated damages within 30 days after exhausting its right to appeal the imposition of liquidated damages to the Committee provided in Rule 9(a) below, the ILA shall have the right to stop working such carrier's containers until such damages are paid.

(d) Any facility operated in violation of the Container Rules will not have service supplied to it by any direct employer and the ILA will not supply labor to such facility.

Rule 8—Renegotiation and Cancellation—No Arbitration

These Rules shall be in effect for the term of the CONASA-ILA Agreement, provided, however, that either party shall have the right to cancel the Rules on Containers at any time on or after December 1, 1974, on thirty (30) days written notice of a desire to renegotiate the provisions of these Rules. Negotiations shall be held during such thirty (30) day period and if the parties are unable to agree by the end of such period, these Rules shall be deemed cancelled. Thereafter, the ILA shall have the right to refuse to handle containers and CONASA shall have the right to refuse to hire employees under the said Rules. The negotiations referred to above shall, under no condition, be subject to the grievance or arbitration provisions of any CONASA-ILA Agreement.

Rule 9—Enforcement of the Rules on Containers

To assure effective, fair and non-discriminatory enforcement of the above Rules, the following regulations shall apply:

(a) A Committee in each CONASA port represented equally by management and union shall be formed and shall have the responsibility and power to hear and pass judgment on any violations of these Rules. Any inability to agree shall be processed as a grievance under the applicable contract except as limited by Rule 8 hereof. A joint committee, known as the CONASA-ILA Container Committee, represented equally by management and labor and made up of representatives (to be mutually agreed upon) from each CONASA Port, namely, Boston, Rhode Island, New York, Philadelphia, Baltimore and Hampton Roads, shall meet at least quarterly each year for the purpose of insuring uniformity in the interpretation of these Rules.

(b) A Committee of carriers, together with CONASA-ILA Container Committee will develop uniform documentation which shall be required to be prepared and maintained by all carriers in order to readily identify all Rule 1 containers which are subject to loading or discharging by deepsea ILA labor. It shall be the obligation of employer-members to clearly mark each container's documentation as to whether or not it is a Rule 1 container, which shall be loaded or discharged. If a container's documentation is not clearly marked, it shall be deemed a Rule 1 container and it shall be loaded or discharged by deepsea ILA labor at the waterfront facility. With respect to all containers received at or delivered from the waterfront facility, a record of the same shall be made by ILA Checkers or Clerks. All carriers will distribute to all other carriers any and all information and devices which are being used by any person to circumvent the Rules on Containers. Any carrier whose attention is brought to a violation of the Rules shall immediately cease such violation and report the matter to the appropriate CONASA-ILA Container Committee and to the policing agency provided in (e) below in its port.

(c) Every import container destined to a point within 50-miles of a CONASA Port shall be delivered only on a delivery order. Every export container coming from a point within 50-miles of a CONASA Port shall be received only on a dock/cargo receipt. Such delivery orders

and dock/cargo receipts shall certify the place of delivery and origin of the container, the name or names of the person to whom the cargo is being delivered and from which it is shipped, the identity of the owner of the cargo, weight of the cargo, identity of the cargo and the origin and final destination of the container. Copies of such delivery orders and dock/cargo receipts shall be available to the local port Container Committee and the policing agency provided for in (e) below.

(d) The Container Committee in each CONASA Port shall promulgate to all carriers and direct employers, and to the Container Committes in each CONASA Port, any and all interpretations of the Rules on Containers as and when they are made. This will include uniform interpretations as and when they are issued. The CONASA-ILA Container Committee shall also promulgate uniform interpretations to local port Container Committees, as and when they are issued.

(e) Policing Agency—Each CONASA Port shall establish a method of policing and enforcing these Rules on a uniform and non-discriminatory basis. No such method shall be implemented until presented to and approved by the joint CONASA-ILA Container Committee.

Rule 10—Container Royalty Payments

The two Container Royalty payments required by the CONASA-ILA collective bargaining agreements shall be payable only once in the Continental United States. They shall be paid in that ILA Port where the container is first handled by ILA longshore labor at longshore rates. The second container royalty payment (provided by paragraph 6 of the 1971-1974 CONASA-ILA Memorandum of Agreement) shall be continued and shall be used for fringe benefit purposes only, other than supplemental cash benefits, which purposes are to be determined locally on a port by port basis. Containers originating at a foreign port which are transshipped at a United States port for ultimate destination to another foreign port ("foreign-sea-to-foreign-sea containers") are exempt from the payment of container royalties.

GC-14

TERMINALS
BALTIMORE, MD.
CHARLESTON, W. VA.
NORFOLK, VA.
PHILADELPHIA, PA.

HOUFF TRANSFER, INC.

MAIN OFFICE, P. O. BOX 91
WEYERS CAVE, VA. 24486

TERMINALS
RICHMOND, VA.
WEYERS CAVE, VA.
WHEELING, W. VA.
LYNCHBURG, VA

DATE 2-19-74 CH

PRO NO. BA 82834

SHIPPER: SAMUEL SHAPIRO & CO
EX DUNDALK MARINE TERMINAL
BALTIMORE MD
4010
SHIPPERS NO. 21477

CONSIGNEE DESTINATION: UNION CARBIDE CORP
ALLOY W VA

TRUCK NO.	TRAILER NO.	NAME OF CONNECTING CARRIER	POINT OF INTERCHANGE	THEIR PRO NO.	DATE OF THEIR BILL
310	645				

NO. PACKAGES, ARTICLES, DESCRIPTION	WEIGHT	RATE	REVENUE	PREPAID	COLLECT
19 SKIDS CALCIUM SILICIUM	41420				X
MEMO FOR DELY					

DIVISIONS	RECEIVED PAYMENT	RECEIVED ABOVE IN GOOD CONDITION
HOUFF	BY	BY W.F. Myers DATE 2/20/74

DELIVERY RECEIPT

HOUFF TRANSFER, INC.

MAIN OFFICE, P. O. BOX 91
WEYERS CAVE, VA.

TERMINALS
RICHMOND, VA.
WEYERS CAVE, VA.
WHEELING, W VA.
CHARLOTTE, N. C.
LYNCHBURG, VA.

PRO NO. BA 82834

DATE 2/14/74 CH

SHIPPER: SAMUEL SHAPIRO & CO INC AGENTS
BALTIMORE, MD.
EX DUNDALK MARINE TERMINAL
BALTIMORE, MD.
SHIPPERS NO. SN/ REF; MACP 904/N

CONSIGNEE DESTINATION: UNION CARBIDE CORP
ALLOY, W.VA.

TRUCK NO.	TRAILER NO.	NAME OF CONNECTING CARRIER	POINT OF INTERCHANGE	THEIR PRO NO.	DATE OF THEIR B/L
	407				

NO. PACKAGES, ARTICLES, DESCRIPTION	WEIGHT	RATE	REVENUE	PREPAID	COLLECT
CONTR NOS; USLU 704.0039					XX
" " " 200.8309					
CONTG 36 CS CALCIUM SILICIUM	78810				
B/L NO HARVE 4010					

DIVISIONS	RECEIVED PAYMENT	RECEIVED ABOVE IN GOOD CONDITION
HOUFF	BY DATE	BY W.F. Myers DATE 2/20/74

MAKE CHECKS PAYABLE TO HOUFF TRANSFER, WEYERS CAVE, VA. WITHIN SEVEN DAYS IN ACCORDANCE WITH SECTION 223 OF THE INTERSTATE COMMERCE ACT.
CONCEALED DAMAGE MUST BE REPORTED IN WRITING WITHIN 24 HOURS AFTER DELIVERY IS MADE.

GENERAL COUNSEL'S EXHIBIT No. 14

GENERAL COUNSEL'S EXHIBIT No. 15

UNITED STATES LINES, INC.

EQUIPMENT INTERCHANGE AGREEMENT

THIS AGREEMENT made this 18, day of March, 1970 between UNITED STATES LINES, INC., a Delaware corporation, hereinafter referred to as "lessor", and HOUFF TRANSFER INC.—corporation, hereinafter referred to as "lessee".

WITNESSETH:

WHEREAS, it is contemplated that the lessor will let and deliver to the lessee and the lessee will hire and accept from the lessor certain containers and/or chassis for transportation by the lessee over highway routes, and

WHEREAS, the parties desire to enter into an agreement concerning the use, operation and interchange of such containers and chassis:

NOW, THEREFORE, for and in consideration of the terms and conditions hereinafter set forth, it is mutually covenanted, stipulated and agreed by the parties as follows:

FIRST: The term "container" shall mean any closed container, van or box used by lessor for the carriage of goods, merchandise and cargo; and, the term "chassis" shall mean any load-carrying vehicle without power.

SECOND: Lessor shall, from time to time, deliver to lessee containers which have been placed upon lessor's chassis or containers alone without chassis for transportation upon lessee's vehicle. Containers may or may not be loaded with cargo at time of interchange or delivery between the parties. Containers or chassis shall be interchanged or delivered for transportation at lessor's terminals or at such other point or points as may be mutually agreed upon between the parties from time to time.

THIRD: At one time of interchange authorized representatives of the lessor and lessee shall make an inspection of each container and/or chassis and shall jointly execute an "Equipment Interchange Recepit and Inspection Report", a blank copy of which is appended hereto as Exhibit "A". The condition of such container and/or chassis, and any damages, defects or exceptions noted at the time such inspection is made, shall be noted on the said Equipment Interchange Receipt and Inspection Report. Each container and/or chassis shall again be carefully inspected by authorized representatives of lessor and lessee upon return and redelivery of such container and/or chassis by lessee to lessor and the condition thereof and any damages, defects or exceptions noted at the time of such return and redelivery, shall also be noted upon the original Equipment Interchange Receipt and Inspection Report. Any changes in condition, and any additional damages, defects or exceptions noted at such latter inspection shall also be noted upon an "Equipment Damage Report", to be jointly executed by authorized representatives of the lessor and lessee, a blank copy of which is appended hereto as Exhibit "B". For the purpose of determining whether a particular container or chassis has in fact been damaged between the time of delivery to lessee and return to lessor or returned to lessor with a defect or in a condition contrary to that which existed at the time of delivery thereof to the lessee, the parties to this agreement shall be bound by the aforesaid Equipment Interchange Receipt and Inspection Report and Equipment Damage Report, and, subject to the provisions hereof, lessee agrees to assume full responsibility for such damages, defects or changes of condition and shall, within fifteen (15) days after date of billing, reimburse lessor for the cost of restoring the container or chassis to its original condition, ordinary wear and tear excepted. The person (including tractor driver) receiving of delivery any container or chassis is deemed to be an authorized representative of lessee.

FOURTH: The lessee shall:

(a) complete promptly and expeditiously the use for which the containers or chassis has been furnished to it

and return the container or chassis to the terminal of the lessor from which it was received or to such other point as may be shown on the Equipment Interchange Receipt and Inspection Report or otherwise mutually agreed in writing;

(b) not permit any container or chassis to leave its custody and possession without permission of the lessor in writing, and then only to the extent of such written permission;

(c) comply with any and all appropriate formalities and requirements regarding the *use, operation or transportation of the containers or chassis;*

(d) be responsible to the lessor for the performance of this agreement by itself and by all other persons into whose possession any such container or chassis may go until its proper return to the lessor;

(e) have complete control and supervision of such containers or chassis while in its custody and possession; and shall control the detail of the work of any employee or agent operating or using said containers or chassis during such time any person operating, transporting, in possession of, or using any such container or chassis after the signing of said Equipment Interchange Receipt and Inspection Report and until such form is again signed upon return of the container or chassis to the lessor is not the agent or employee of the lessor for any purpose whatsoever; and

(f) hold the lessor harmless and reimburse the lessor for any loss of or damage to any container or chassis and hold harmless and indemnify the lessor from any and all liability for bodily injuries, death, loss, damage and expense to persons or property arising out of the use, operation, maintenance or possession by the lessee of any such container or chassis or cargo or properties carried therein during the entire period the container or chassis is not in the actual custody and possession of the lessor and shall hold harmless and indemnify the lessor from any and all responsibility and liability arising out of the damage to or loss of cargo or property carried in any such container or chassis while said container or chassis is not in the actual custody and possession of the lessor.

FIFTH: It is further agreed that:

(a) The lessor shall equip each chassis delivered to lessee with tires and if tubeless tires are not furnished, wih tubes, of proper size and which are in such condition as will permit the safe operation of the chassis. Thereafter, until such time as the chassis is returned to the lessor, repairs to the tires and tubes shall be made by and at the sole expense of the lessee. In the event of a blowout or total failure of a tire or tube, lessee shall furnish replacement tires and tubes to permit the return of the chassis to the lessor, but shall retain such replacement tires and tubes upon redelivery of the chassis to the lessor. The blown out or unserviceable tire and tube shall be returned to the lessor with the chassis. In the event that the lessee shall fail to return the blown out or unserviceable tire or tube, the lessee shall pay to the lessor the value of each such tire or tube at time or original interchange. In the absence of specified information to the contrary, it is agreed that the value of each tire at the time of original interchange is $90.00 U.S., and that the value of each tube is $10.00 U.S.

(b) In the event of mechanical failure or other failure due to defective equipment on a chassis, the lessee shall make such repairs as may be necessary; provided, however, that the lessee shall secure the approval of the lessor before making any repairs, the estimated cost of which will exceed $100.00 U.S. When the cost of such repairs as may be necessitated by mechanical failure of defective equipment is less than $25.00 U.S., the lessee shall make such repairs at its own expense. Where the cost of such repairs exceeds the sum of $25.00 U.S., the lessor shall be responsible, and shall promptly reimburse the lessee upon receipt of a bill reflecting such a payment. The aforesaid bill shall indicate in detail the nature of the repair and shall state separately the sum expended for labor and parts.

(c) Lessor shall equip each chassis delivered to lessee with such vehicle license plates and/or registration certificates as appropriate government laws or regulations may require it as chassis owner to furnish and, in addition, each chassis shall be equipped with satisfactory mud flaps, working directional signal lights, clearance markers, reflectors and such other equipment as is necessary to comply to the extent required, with pertinent government safety regulations.

(d) The lessor does not make any warranty or representation, either express or implied, as to the fitness or condition of any chassis or container or the contents thereof.

(e) At time of interchange of a loaded container under heat or refrigeration the mechanical units shall have sufficient oil and fuel to insure forty-eight (48) hours continuous operation.

(f) Fuel and oil used in providing refrigeration or heat shall be replaced by the lessee at the time a mechanically refrigerated or heated container is returned or interchanged by lessee. If lessee fails to replenish the fuel and oil supply of the refrigerated or heated container lessee shall, unless otherwise agreed upon between the parties involved be liable for and shall pay the cost of the fuel and oil consumed.

(g) When a refrigerated or heated container that has moved unpacked perishable commodities under refrigeration or heat is unloaded by lessee, it shall, unless otherwise agreed upon between the parties involved, be steam cleaned by lessee.

(h) Lessee shall be responsible for the full maintenance and repair of the diesel electric generator sets, nose mount temperature control unit including temperature recorder and thermostat, furnished in connection with containers leased hereunder. In the event a repair is necessitated by a defective part, lessor shall reimburse lessee for the reasonable cost of said part upon delivery of the defective part by lessee to lessor, provided, however, that the cost of all labor and materials other than the reimbursable cost for the defective part shall be borne by the lessee.

SIXTH: The lessor and lessee agree that the interchange of each container and chassis shall be compensated for in accordance with the Table of Charges and Schedule

attached hereto and made a part hereof. Except as otherwise provided, the terms of this agreement shall become operative with respect to the lease of the particular container and/or chassis upon the execution by the lessee of said "Equipment Interchange Receipt and Inspection Report". Settlement shall be made by the lessee within ten (10) days following the date of lessor's invoice. Daily charges shall continue to accrue, notwithstanding the fact that a container or chassis has been withdrawn from service for repairs, except in those cases in which the nature of the repair is such that the lessor is required under the terms of this agreement to bear the cost thereof. In the event of the loss of, total destruction of, or irreparable damage to a container or chassis, the daily charges shall cease as of the date of such loss, theft, destruction, or irreparable damage.

SEVENTH: The lessee agrees to keep the containers and chassis free of any and all liens and encumbrances.

EIGHTH: The lessee agrees at its sole cost and expense to keep and maintain said containers and chassis in good repair and operating condition and return the containers and chassis to lessor in the same good order and condition as when received, ordinary wear and tear excepted. In the event of damage to a container or chassis for which the lessee is responsible under terms of this agreement, the lessee shall, at its expense, restore the damaged container or chassis to a condition consistent with that condition that prevailed at the time of original interchange from lessor to lessee. In the event that the lessee shall fail to make such repairs, it shall nevertheless be responsible for the cost of such repairs and for the continued payment of daily charges until the repairs are completed even though the container or chassis may have been returned to lessor with the understanding that lessor will make the repairs.

In the event a container or chassis is lost, stolen, totally destroyed, or irreparably damaged between the time of its interchange and delivery to lessee and its return to lessor, the lessee agrees to reimburse the lessor an amount equal to the depreciated book value of said

container or chassis on the date of said loss, theft, destruction, or irreparable damage, but not less than the fair market value of said container or chassis on said date.

NINTH: This instrument and the attached Table of Charges and Schedule, the Equipment Interchange Receipt and Inspection Report and the Equipment Damage Report shall constitute and contain the entire agreement between the parties and no agreements, representations or understandings not specifically contained herein shall be binding except as contained herein or reduced to writing and made amendatory hereof.

TENTH: Either party to this agreement may terminate the same at any time by giving the other party ten (10) days written notice of such termination by registered or certified United States mail, provided, however, shall remain in effect until after all containers shall remain in effect until after all containers and chassis leased hereunder have been properly delivered to and accepted by lessor.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

WITNESSES AS TO LESSOR:

WITNESSES AS TO LESSEE:

/s/ [Illegible]
[Illegible]

UNITED STATES LINES, INC.
as Lessor

By: /s/ Robert G. Partos
ROBERT G. PARTOS
Manager, Interline

Attest:

as Lessee Hauff Transfer, Inc.

By: /s/ K. G. Munson, G.T.M.
K. G. MUNSON, G.T.M.

Attest:

TABLE OF CHARGES AND SCHEDULE OF RATES

Lessee agrees to pay lessor rental charges as set forth below for all equipment interchanged pursuant to United States Line, Inc., Equipment Interchange Agreement. Said rental charges shall accrue on a per diem basis for each period of 24 hours or fraction thereof, Saturdays, Sundays and legal holidays excepted, commencing with the second 7 a.m. after date of receipt of equipment by lessee. The per diem charges shall be as follows for the equipment indicated:

EQUIPMENT		*PER DIEM CHARGE*
Item 1	20 Foot Single Axe Chasis with 20 Foot Container	$ 2.50
Item 2	20 Foot Tandem Axle Chassis with 20 Foot Container	$ 3.50
Item 3	40 Foot Tandem Axle Chassis with with 40 Foot Container	$ 5.00
Item 4	40 Foot Tandem Axle Chassis equipped with demountable diesel driven electric generator unit, 75 gallon fuel tank, and 40 Foot Container	$15.00

It is understood and agreed betwen the parties that lessee shall pay lessor the above per diem charges in accordance with paragraph 6 of the Equipment Interchange Agreement and that such charges shall be assessed for each day, Saturdays, Sundays, and legal holidays excepted, that the container and chassis remains in the possession of lessee. Should a container and chassis be retained by lessee for a period in excess of 10 consecutive calendar days, Saturdays, Sundays and legal holidays included, the per diem charge applicable to the 11th and 12th day shall be double the amount stated herein and a charge of 3 times the normal per diem charge stated herein shall apply for every day in excess of the 12th consecutive calendar day; provided, however, that the penalty charges as stated above shall not apply on Saturdays, Sundays and legal holidays.

UNITED STATES LINES, INC.

No. 1 9680

ORIGINAL EQUIPMENT INTERCHANGE RECEIPT AND INSPECTION REPORT

VESSEL	CONTAINER NO.	CHASSIS NO.	DATE	TAX I.D. (INTL. LIC.) NO

TO CARRIER

(THIS PORTION OF REPORT IS TO BE COMPLETED AT TIME OF INTERCHANGE)

CARRIER RECEIVING CONTAINER AND/OR CHASSIS

TRACTOR NO.	LICENSE NO.	SEAL NO.

BOX (Circle One)	GROSS WEIGHT
LOADED EMPTY	

CONDITION OF CONTAINER AND CHASSIS

(REGULATIONS REQUIRE THAT EACH PART LISTED BE INSPECTED. IF NO EXCEPTIONS, USE CHECK (/) MARK).

BRAKES	
LANDING GEAR	
WHEEL LUGS	
LIGHTS	
UNDERCARRIAGE	
DOORS	
FLAPS	

TIRES	POSITION	BRAND NO. & CONDITION	POSITION
	R.O.		L.O.
	R.I.		L.I.
	R.O.		L.O.
	R.I.		L.I.

INSPECTED BY_____

DATE AND TIME

LESSEE'S REPRESENTATIVES SIGNATURE (Driver, Etc.).
RECEIVED IN GOOD CONDITION, EXCEPT AS NOTED.

FROM CARRIER

(THIS PORTION OF REPORT IS TO BE COMPLETED UPON REDELIVERY)

CARRIER REDELIVERING CONTAINER AND/OR CHASSIS

TRACTOR NO.	LICENSE NO.	SEAL NO.

BOX (Circle One)	GROSS WEIGHT
LOADED EMPTY	

CONDITION OF CONTAINER AND CHASSIS

(REGULATIONS REQUIRE THAT EACH PART LISTED BE INSPECTED. IF NO EXCEPTIONS, USE CHECK (/) MARK).

BRAKES	
LANDING GEAR	
WHEEL LUGS	
LIGHTS	
UNDERCARRIAGE	
DOORS	
FLAPS	

TIRES	POSITION	BRAND NO. & CONDITION	POSITION
	R.O.		L.O.
	R.I.		L.I.
	R.O.		L.O.
	R.I.		L.I.

IS AN EQUIPMENT DAMAGE REPORT BEING SUBMITTED HEREWITH? CHECK ONE: ☐ YES ☐ NO
IF YES, STATE REPORT NO._____

INSPECTED BY_____

DATE AND TIME

LESSEE'S REPRESENTATIVES SIGNATURE (Driver, Etc.).
DELIVERED IN GOOD CONDITION, EXCEPT AS NOTED.

ACCOUNTING CODE

SUBSIDIARY ACCOUNT 44321

CARRIER CODE NUMBER_____

DATE OF BILLING

Total Period of Interchange

.....days @ $ per day .....$.....

.....days @ $ per day .....$.....

.....days @ $ per day .....$.....

Amount Due

.....

Pay This Sum

$.....

EXCE-80X-1-70

#1 - EQUIPMENT CONTROL

297

RULES

(To be Printed on White Paper)

UNIFORM STRAIGHT BILL OF LADING

ORIGINAL—NOT NEGOTIABLE—Domestic

Shipper's No. .....
Agent's No. .....

.....Carrier. ..... (SCAC)

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading.

From .....

At ..... Street, ... City, ... County, ... State .....

, Date ....., 19..

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown) marked, consigned, and destined as shown below which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own railroad, water line, highway route or routes, or within the territory of its highway operations. Otherwise to deliver to another carrier on the route to said destination. It is agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including those on the back hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.

Consigned to .....

Destination ..... Street, ...

City, ... County, ... State ..... Zip .....

Routing .....

Delivering Carrier ..... Vehicle or Car Initial ..... No. .....

Collect On Delivery $..... and remit to:

..... Street ..... City ..... State

C. O. D. charge to be paid by: Shipper ☐ Consignee ☐

No. Packages	Kind of Package, Description of Articles, Special Marks, and Exceptions	*Weight (Subject to Correction)	Class or Rate	Check Column

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

.....
Signature of consignor

If charges are to be prepaid write or stamp here "To be Prepaid."

.....

Received $.....
to apply in prepayment of the charges on the property described hereon.

.....
Agent or Cashier

Per .....
The signature here acknowledges only the amount prepaid.

Charges advanced:

$.....

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight."

Note—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding ..... per .....

..... Shipper .....

Per ..... Per .....

Permanent address of Shipper: Street, ... City, ... State .....

**Recommended C. O. D. Section to be Printed in Red.

For explanation of abbreviations and reference marks, see last page of this tariff.

GC-16

RULES

CONTRACT TERMS AND CONDITIONS

Sec. 1. (a) The carrier or party in possession of any of the property herein described shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided.

(b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the Act of God, the public enemy, the authority of law, or the act or default of the shipper or owner, or for natural shrinkage. The carrier's liability shall be that of warehouseman, only, for loss, damage, or delay caused by fire occurring after the expiration of the free time (if any) allowed by tariffs lawfully on file (such free time to be computed as therein provided) after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination, or tender of delivery of the property to the party entitled to receive it, has been made. Except in case of negligence of the carrier or party in possession (and the burden to prove freedom from such negligence shall be on the carrier or party in possession), the carrier or party in possession shall not be liable for loss, damage or delay occurring while the property is stopped and held in transit upon the request of the shipper, owner, or party entitled to make such request, or resulting from a defect or vice in the property, or for country damage to cotton, or from riots or strikes. Except in case of carrier's negligence, no carrier or party in possession of all or any of the property herein described shall be liable for delay caused by highway obstruction, faulty or impassable highway, or lack of capacity of any highway, bridge or ferry, and the burden to prove freedom from such negligence shall be on the carrier or party in possession.

(c) In case of quarantine the property may be discharged at risk and expense of owners into quarantine depot or elsewhere, as required by quarantine regulations or authorities, or for the carrier's dispatch at nearest available point in carrier's judgment, and in any such case carrier's responsibility shall cease when property is so discharged or property may be returned by carrier at owner's expense to shipping point, earning freight both ways. Quarantine expenses of whatever nature or kind upon or in respect of property shall be borne by the owners of the property or be a lien thereon. The carrier shall not be liable for loss or damage occasioned by fumigation or disinfection, or acts required or done by quarantine regulations or authorities even though the same may have been done by carrier's officers, agents, or employees, nor for detention, or damage of any kind occasioned by quarantine or the enforcement thereof. No carrier shall be liable, except in the case of negligence, for any mistake or inaccuracy in the certificate furnished by the carrier, its agents, or officers, as to quarantine laws or regulations. The shipper shall hold the carriers harmless from any expense they may incur, or damage they may be required to pay, by reason of the introduction of the property covered by this contract into any place against the quarantine laws or regulations in force at such place.

Sec. 2. (a) No carrier is bound to transport said property by any particular schedule, train, vehicle or vessel, or in time for any particular market or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value plus freight charges if paid shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

(b) As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering carrier, or carrier issuing this bill of lading, or carrier on whose line the loss, damage, injury or delay occurred, or carrier in possession of the property when the loss, damage, injury or delay occurred, within nine months after delivery of the property (or, in the case of export traffic, within nine months after delivery at port of export) or, in case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed; and suits shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier hereunder shall be liable, and such claims will not be paid.

(c) Any carrier or party liable on account of loss of or damage to any of said property shall have the full benefit of any insurance that may have been effected, upon or on account of said property, so far as this shall not avoid the policies or contracts of insurance: PROVIDED, That the carrier reimburse the claimant for the premium paid thereon.

Sec. 3. Except where such service is required as the result of carrier's negligence, all property shall be subject to necessary cooperage and baling at owner's cost. Each carrier over whose route cotton or cotton linters is to be transported hereunder shall have the privilege, at its own cost and risk, of compressing the same for greater convenience in handling or forwarding, and shall not be held responsible for deviation or unavoidable delays in procuring such compression. Grain in bulk consigned to a point where there is a railroad, public or licensed elevator, may (unless otherwise expressly noted herein, and then if it is not promptly unloaded) be there delivered, and placed with other grain of the same kind and grade without respect to ownership (and prompt notice thereof shall be given to the consignor), and if so delivered shall be subject to a lien for elevator charges in addition to all other charges hereunder.

Sec. 4. (a) Property not removed by the party entitled to receive it within the free time (if any) allowed by tariffs, lawfully on file (such free time to be computed as therein provided), after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination has been made, or property not received, at time tender of delivery of the property to the party entitled to receive it has been made, may be at the option of the carrier, may be removed to and stored in a public or licensed warehouse at the point of delivery or other available point, or if no such warehouse is available at point of delivery or at other available point, then in other available storage facility, at the cost of the owner and there held without liability on the part of the carrier, but subject to a lien for all freight and other lawful charges, including a reasonable charge for storage. In the event consignee cannot be found at address given for delivery, the event, notice of the placing of such goods in warehouse shall be mailed to the address given for delivery and mailed to any other address given on the bill of lading for showing the warehouse in which such property has been placed, subject to the provisions of this paragraph.

(b) Where nonperishable property which has been transported to destination hereunder is refused by consignee or the party entitled to receive it upon delivery, or said consignee or party entitled to receive it fails to receive or claim it within 15 days after notice of arrival shall have been duly sent or given, the carrier may the same at public auction to the highest bidder, at such place as may be designated by the carrier:

PROVIDED, That the carrier shall have first mailed, sent, or given to the consignor notice that the property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms of the bill of lading if disposition be not arranged for, and shall have published notice containing a description of the property, the name of the party to whom consigned, or, if shipped order notify, the name of the party to be notified, and the time and place of sale, once a week for two successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published. PROVIDED, That 30 days shall have elapsed before publication of notice of sale after said notice that the property was refused or remains unclaimed was mailed, sent or given.

(c) Where perishable property which has been transported hereunder to destination is refused by consignee or party entitled to receive it, or said consignee or party entitled to receive it shall fail to receive it promptly, the carrier may, in its discretion, to prevent deterioration or further deterioration, sell the same to the best advantage at private or public sale: PROVIDED, That if time serves for notification to the consignor or owner the refusal of the property or the failure to receive it and request for disposition of the property, such notification shall be given, in such manner as the exercise of due diligence requires, before the property is sold.

(d) Where the procedure provided for in the two paragraphs last preceding is not possible, it is agreed that nothing contained in said paragraphs shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.

(e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of freight, demurrage, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the property, if proper care of same requires special expense, and should there be a balance it shall be paid to the owner of the property sold hereunder.

(f) Property destined to or taken from a station, wharf, landing or other place at which there is no regularly appointed freight agent, shall be entirely at risk of owner after unloaded from cars, vehicles or vessels or until loaded into cars, vehicles or vessels, and, except in case of carrier's negligence, when received from or delivered to such stations, wharfs, landings, or other places, shall be at owner's risk until the cars are attached to and after they are detached from locomotive or train or until loaded into and after unloaded from vessels, or if property is transported in motor vehicle trailers or semi-trailers, until such trailers or semi-trailers are attached to and after they are detached from power units. Where a carrier is directed to unload or deliver property transported by motor vehicle at a particular location where consignee or consignee's agent is not regularly located, the risk after unloading, or delivery, shall be that of the owner.

Sec. 5. No carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classification or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed hereon.

Sec. 6. Every party, whether principal or agent, shipping explosives or dangerous goods, without previous full written disclosure to the carrier of their nature, shall be liable for and indemnify the carrier against all loss or damage caused by such goods, and such goods may be warehoused at owner's risk and expense or destroyed without compensation.

RULES

(To be Printed on White Paper)

UNIFORM STRAIGHT BILL OF LADING

ORIGINAL—NOT NEGOTIABLE—Domestic

Shipper's No. .....
Agent's No. .....

..... Carrier. ..... (SCAC)

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading.

From ....., Date ....., 19.....

At ..... Street, ... City, ... County, ... State .....

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown) marked, consigned, and destined as shown below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own railroad, water line, highway route or routes, or within the territory of its highway operations, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including the conditions on the back hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.

Consigned to .....

Destination ..... Street, ...

City, ... County, ... State ..... Zip .....

Routing .....

Delivering Carrier ..... Vehicle or Car Initial ..... No. .....

Collect On Delivery $..... and remit to:

..... Street ..... City ..... State

C. O. D. charge to be paid by: Shipper ☐ Consignee ☐

No. Packages	Kind of Package, Description of Articles, Special Marks, and Exceptions	*Weight (Subject to Correction)	Class or Rate	Check Column

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

.....
(Signature of consignor)

If charges are to be prepaid write or stamp here "To be Prepaid."

.....

Received $.....
to apply in prepayment of the charges on the property described hereon.

.....
Agent or Cashier

Per.....
(The signature here acknowledges only the amount prepaid)

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight."

Note—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding ..... per .....

Charges advanced:

$.....

..... Shipper ..... Agent.

Per ..... Per .....

Permanent address of Shipper: Street, ... City, ... State .....

**Recommended C. O. D. Section to be Printed in Red.

RULES

CONTRACT TERMS AND CONDITIONS

Sec. 1. (a) The carrier or party in possession of any of the property herein described shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided.

(b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the Act of God, the public enemy, the authority of law, or the act or default of the shipper or owner, or for natural shrinkage. The carrier's liability shall be that of warehouseman, only, for loss, damage, or delay caused by fire occurring after the expiration of the free time (if any) allowed by tariffs lawfully on file (such free time to be computed as therein provided) after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination, or tender of delivery of the property to the party entitled to receive it, has been made. Except in case of negligence of the carrier or party in possession (and the burden to prove freedom from such negligence shall be on the carrier or party in possession), the carrier or party in possession shall not be liable for loss, damage, or delay occurring while the property is stopped and held in transit upon the request of the shipper, owner, or party entitled to make such request, or resulting from a defect or vice in the property, or for country damage to cotton, or from riots or strikes. Except in case of carrier's negligence, no carrier or party in possession of all or any of the property herein described shall be liable for delay caused by highway obstruction, faulty or impassable highway, or lack of capacity of any highway, bridge or ferry, and the burden to prove freedom from such negligence shall be on the carrier or party in possession.

(c) In case of quarantine the property may be discharged at risk and expense of owners into quarantine depot or elsewhere, as required by quarantine regulations or authorities, or for the carrier's dispatch at nearest available point in carrier's judgment, and in any such case carrier's responsibility shall cease when property is so discharged, or property may be returned by carrier at owner's expense to shipping point, earning freight both ways. Quarantine expenses of whatever nature or kind upon or in respect to property shall be borne by the owners of the property or be a lien thereon. The carrier shall not be liable for loss or damage occasioned by fumigation or disinfection or other acts required or done by quarantine regulations or authorities even though the same may have been done by carrier's officers, agents, or employees, nor for detention, loss, or damage of any kind occasioned by quarantine or the enforcement thereof. No carrier shall be liable, except in the case of negligence, for any mistake or inaccuracy in any information furnished by the carrier, its agents, or officers, as to quarantine laws or regulations. The shipper shall hold the carriers harmless from any expense they may incur, or damages they may be required to pay, by reason of the introduction of the property covered by this contract into any place against the quarantine laws or regulations in effect at such place.

Sec. 2. (a) No carrier is bound to transport said property by any particular schedule, train, vehicle or vessel, or in time for any particular market or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value plus freight charges if paid shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

(b) As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering carrier, or carrier issuing this bill of lading, or carrier on whose line the loss, damage, injury or delay occurred, or carrier in possession of the property when the loss, damage, injury or delay occurred, within nine months after delivery of the property (or, in the case of export traffic, within nine months after delivery at port of export) or, in case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed; and suits shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier hereunder shall be liable, and such claims will not be paid.

(c) Any carrier or party liable on account of loss of or damage to any of said property shall have the full benefit of any insurance that may have been effected, upon or on account of said property, so far as this shall not avoid the policies or contracts of insurance: **PROVIDED,** That the carrier reimburse the claimant for the premium paid thereon.

Sec. 3. Except where such service is required as the result of carrier's negligence, all property shall be subject to necessary cooperage and baling at owner's cost. Each carrier over whose route cotton or cotton linters is to be transported hereunder shall have the privilege, at its own cost and risk, of compressing the same for greater convenience in handling or forwarding, and shall not be held responsible for deviation or unavoidable delays in procuring such compression. Grain in bulk consigned to a point where there is a railroad, public or licensed elevator, may (unless otherwise expressly noted herein, and then if it is not promptly unloaded) be there delivered, and placed with other grain of the same kind and grade without respect to ownership (and prompt notice thereof shall be given to the consignor), and if so delivered shall be subject to a lien for elevator charges in addition to all other charges hereunder.

Sec. 4. (a) Property not removed by the party entitled to receive it within the free time (if any) allowed by tariffs, lawfully on file (such free time to be computed as therein provided), after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination has been made, or property not received, at time tender of delivery of the property to the party entitled to receive it has been made, may be kept in vessel, vehicle, car, depot, warehouse or place of business of the carrier, subject to the tariff charge for storage and to carrier's responsibility as warehouseman, only, or at the option of the carrier, may be removed to and stored in a public or licensed warehouse at the point of delivery or other available point, or if no such warehouse is available at point of delivery or at other available point, then in other available storage facility, at the cost of the owner and there held without liability on the part of the carrier, and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage. In the event consignee cannot be found at address given for delivery, then in that event, notice of the placing of such goods in warehouse shall be mailed to the address given for delivery and mailed to any other address given on the bill of lading for notification, showing the warehouse in which such property has been placed, subject to the provisions of this paragraph.

(b) Where nonperishable property which has been transported to destination hereunder is refused by consignee or the party entitled to receive it upon tender of delivery, or said consignee or party entitled to receive it fails to receive or claim it within 15 days after notice of arrival shall have been duly sent or given, the carrier may sell the same at public auction to the highest bidder, at such place as may be designated by the carrier:

PROVIDED, That the carrier shall have first mailed, sent, or given to the consignor notice that the property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms of the bill of lading if disposition be not arranged for, and shall have published notice containing a description of the property, the name of the party to whom consigned, or, if shipped order notify, the name of the party to be notified, and the time and place of sale, once a week for two successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published. **PROVIDED,** That 30 days shall have elapsed before publication of notice of sale after said notice that the property was refused or remains unclaimed was mailed, sent or given.

(c) Where perishable property which has been transported hereunder to destination is refused by consignee or party entitled to receive it, or said consignee or party entitled to receive it shall fail to receive it promptly, the carrier may, in its discretion, to prevent deterioration or further deterioration, sell the same to the best advantage at private or public sale: **PROVIDED,** That if time serves for notification to the consignor or owner the refusal of the property or the failure to receive it and request for disposition of the property, such notification shall be given, in such manner as the exercise of due diligence requires, before the property is sold.

(d) Where the procedure provided for in the two paragraphs last preceding is not possible, it is agreed that nothing contained in said paragraphs shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.

(e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of freight, demurrage, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the property, if proper care of same requires special expense, and should there be a balance it shall be paid to the owner of the property sold hereunder.

(f) Property destined to or taken from a station, wharf, landing or other place at which there is no regularly appointed freight agent, shall be entirely at risk of owner after unloaded from cars, vehicles or vessels or until loaded into cars, vehicles or vessels, and, except in case of carrier's negligence, when received from or delivered to such stations, wharfs, landings, or other places, shall be at owner's risk until the cars are attached to and after they are detached from locomotive or train or until loaded into and after unloaded from vessels, or if property is transported in motor vehicle trailers or semi-trailers, until such trailers or semi-trailers are attached to and after they are detached from power units. Where a carrier is directed to unload or deliver property transported by motor vehicle at a particular location where consignee or consignee's agent is not regularly located, the risk after unloading, or delivery, shall be that of the owner.

Sec. 5. No carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classification or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed hereon.

Sec. 6. Every party, whether principal or agent, shipping explosives or dangerous goods, without previous full written disclosure to the carrier of their nature, shall be liable for and indemnify the carrier against all loss or damage caused by such goods, and such goods may be warehoused at owner's risk and expense or destroyed without compensation.

.IGHT ALLOWED BASED ON AXLE SPACING

The total gross weight imposed upon the highway by a vehicle or combination shall not exceed the maximum weight given for the respective distance between the first and last axle of the group of axles measured longitudinally to the nearest foot as set forth in the following table:

stance in Feet ween the Ex- remes of any roup of Axles	*Maximun Weight in Pounds on any Group of Axles*
4	32,000
5	32,000
6	32,000
7	32,000
8	33,500
9	35,000
10	36,500
11	38,000
12	39,500
13	41,000
14	42,000
15	43,000
16	44,000
17	45,000
18	46,000
19	47,000
20	48,000
21	49,000
22	50,000
23	51,000
24	52,000
25	53,000
26	54,000
27	55,000
28	56,000
29	57,000
30	58,000
31	59,000
32	60,000
33	61,400
34	62,800
35	64,000
36	65,000
37	65,800
38	66,600
39	67,400
40	68,200
41	69,000
42	70,000

PRACTICAL AXLE AND GROSS WEIGHT LIMITS

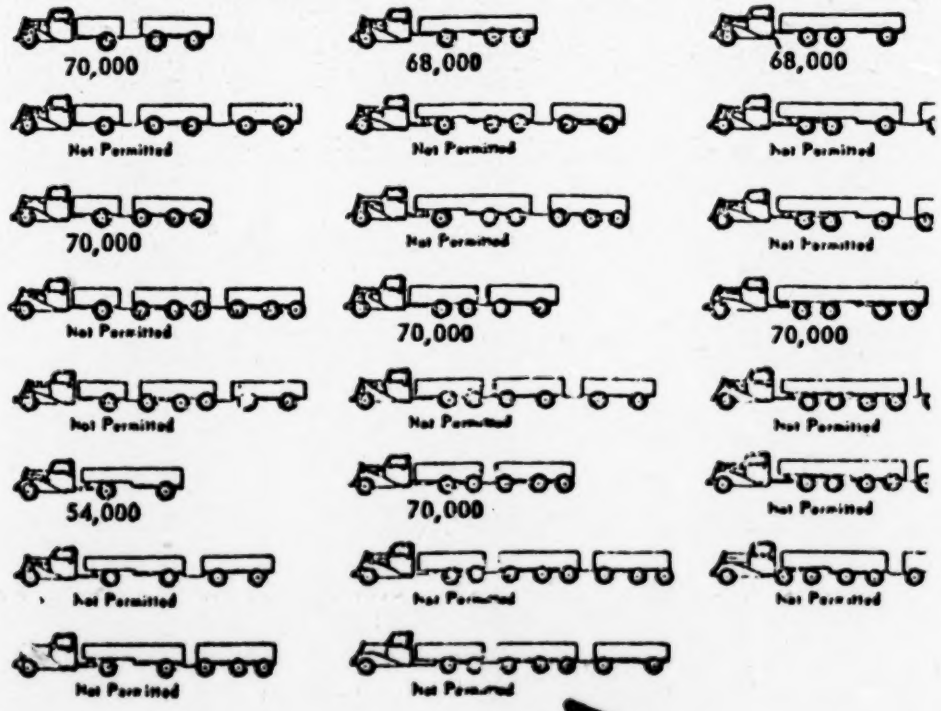
The axle limitations shown on Page 3 are the legal maximum limits. In practice it is possible to carry the same weight on the front axle as is carried on the rear axle only in the cases of those vehicles so constructed as to permit a 50-50 weight distribution between axles. Unless so constructed, therefore, the practical weight possible on a front axle will vary according to design of the vehicle.

Subject to practical axle weights, the gross weights shown below are practical.

The practical gross weight that may be carried upon any combination of units is limited by the practical gross weight that can be carried upon each unit and the axles thereof. No combination is permitted a gross weight of more than 70,000 pounds.

The maximum gross weight is determined by the distance in feet between the first and last axle of a vehicle combination except that the gross weight as determined by this distance may not exceed the sum of the legal axle weights.

LEGAL GROSS WEIGHTS PERMITTED ON FOLLOWING COMBINATIO



GA-17

GC-18

BD 8283F

FROM: SAMUEL SHAPIRO & CO., INC.
CUSTOMS BROKERS AND FORWARDERS
P. O. BOX 2035
PHONE: (301) 539-0540

BALTIMORE, MD. 21203 Feb. 14, 1974

TO Houff Transfer

WE ATTACH DELIVERY ORDER ON 11 Dundalk Marine Terminal US LINES
COVERING 2 contrs. contg. 36 cs. calcium silicium
THIS MERCHANDISE IS NOW AVAILABLE. PLEASE HAUL AT ONCE.
FREE TIME EXPIRES 5 P.M. Wed., Feb. 20, 1974 AFTER WHICH TIME THERE WILL BE STORAGE CHARGES FOR YOUR ACCOUNT.

PHONE 285-5200 PRIOR TO PICKUP TO ASCERTAIN AVAILABILITY.

Please handle in accordance with instructions of Union Carbide Corp., Alloy, W. Va.

cc: Metallurg Alloy Corp. REF# MACP 904/N

CHECK MARKS CAREFULLY. IN CASE OF DAMAGE OR DIFFICULTY AT PIER, PHONE SHAPIRO BEFORE LEAVING PIER

SAMUEL SHAPIRO & CO., INC.

OUR REF.: 21477 DETACH BEFORE PRESENTING DELIVERY ORDER

FMB Forwarders Reg. No. 69
SAMUEL SHAPIRO & CO., INC.
CUSTOMS BROKERS AND FORWARDERS
P. O. BOX 2035
BALTIMORE, MARYLAND 21203
PHONE: (301) 539-0540

Our Ref. 21477

Feb. 14, 19 74
STEAMSHIP Amer. Archer
ARRIVED 2/13/74
ENTRY NO. _____

DELIVERY ORDER

Agent or Inspector, Pier No. 11 Dundalk Marine Terminal US.LINES
Baltimore, Md.

Dear Sir:

You will please deliver to Houff Transfer
or order, the undernoted merchandise, ex the above steamer, as per permits or release tickets in your possession.

MARKS AND NUMBERS	PACKAGES	DESCRIPTION OF MERCHANDISE
Contr. Nos. USLU 204.0039 USLU 200.8309	2 contrs.	contg. 36 cs. calcium silicium
CONTAINERS CONSIGNED TO UNION CARBIDE ALLOY, W. VA.		B/L No. Havre 4010 Weight: 78,810#

TAILGATE SERVICE ONLY
STORAGE CHARGES, IF ANY, TO BE PAID BY: ☒ RECEIVERS ☐ SHAPIRO
TERMINAL HANDLING OR DOCK CHARGES TO BE PAID BY: ☒ RECEIVERS ☐ SHAPIRO
INCLUDING OPENING AND CLOSING FOR CUSTOMS

CHECK MARKS CAREFULLY IN CASE OF DAMAGE OR DIFFICULTY AT PIER. PHONE SHAPIRO BEFORE LEAVING PIER.

Yours very truly,
SAMUEL SHAPIRO & COMPANY, Inc.
Per [signature]

GENERAL COUNSEL'S EXHIBIT NO. 19

STEAMSHIP TRADE ASSOCIATION OF BALTIMORE
(INCORPORATED)

32 South Street
Baltimore, Maryland 21202
752-4913
April 2, 1974

Mr. George L. Maier
United States Lines, Inc.
P. O. Box 1775
Baltimore, Maryland 21203

Dear Mr. Maier:

RE: Container Case 6-74, Containers #USLU-200-830-9 & 204-003-9.

The above-captioned Container Case 6-74, brought about by the Union leter dated February 20, 1974, was discussed at a meeting of the Joint Container Committee on March 21, 1974, in the offices of the Steamship Trade Association.

A portion of the Union letter reads as follows:

"On Tuesday, February 19, 1974, Houff Transfer picked up Container Nos. USLU 200-830-9 & 204-003-9 for delivery to Union Carbide Alloy, W. Va. Said containers, however, were stripped at their terminal, and observed empty there on the same day."

This letter is to notify U.S. Lines, Inc., that the case against the company was resolved in favor of the Union and a fine of $2,000 was assessed since there was a violation of the cotnainer agreement. The company is hereby instructed to pay to the STA-ILA Container Royalty Fund, 218 Chamber of Commerce Building, Baltimore, Maryland, 21202, the sum of $2,000, representing the fine assessed against the containers named above, with the understanding that, as per contract language, "if the carrier does not pay the liquidated damages within

30 days . . . the I.L.A. shall have the right to stop working such carrier's containers until such damages are paid."

Very truly yours,

STEAMSHIP TRADE ASSOCIATION
OF BALTIMORE, INC.

/s/ James M. Fortune
JAMES M. FORTUNE,
Managing Director

JMF/cc

cc: Messrs. Green & Parrish

GENERAL COUNSEL'S EXHIBIT No. 20

UNITED STATES LINES, INC.
Suite 617, 16201 I Street, N.W.
Washington, D.C. 20006 (202) 785-9770

April 11, 1974

Mr. Cletus E. Houff
President
Houff Transfer, Inc.
P. O. Box 91
Weyers Cave, Virginia, 24486

Dear Mr. Houff:

Further to my letter of April 4, I wish to advise that I am now in receipt of a complete report relating to the difficulties you have encountered wtih your interchange agreement with United States Lines.

We are advised that on the shipment of two 20 foot containers destined for Union Carbide Corp. in Alloy, West Virginia, you elected for operational reasons to strip the containers in Baltimore and reload them into one of your own trailers.

This, of course, is in violation of the rules, and as a result of this action, the United States Lines was fined $2,000 by the Steamship Trade Association of Baltimore.

Under the circumstances, United States Lines had no recourse but to exclude your company from our Interchange Agreement until such time as you deem it in your best interest to satisfy our request for payment of this fine.

This matter is under the complete jurisdiction of Mr. George Maier, our Port Manager in Baltimore, and should you have any further questions, I would recommend you contact him directly.

Very truly yours,
UNITED STATES LINES, INC.
/s/ J. Daniel Smith
J. DANIEL SMITH
Special Ass't to the President

cc: E. Lamma, Walker Mfg.
G. Maier, USL, Balto.
E. Frey, Balto.
K. Edler, N.Y.

GENERAL COUNSEL'S EXHIBIT No. 21

UNITED STATES LINES, INC.
One Broadway, New York, N. Y. 10004
(212) 344-5800 Cable: Seapost

April 12, 1974

Certified Mail
Return Receipt Requested

Mr. Cletus E. Houff
Houff Transfer, Incorporated
P. O. Box 91
Weyers Cave, Virginia 24486

Dear Mr. Houff:

We received your letter of April 1st, with which you request clarification of your status as carrier handling United States Lines equipment.

I have been advised by our Baltimore office that your Baltimore terminal sometime in mid-February, picked up two 20 ft. containers from our Baltimore terminal and for their own convenience stripped these two boxes in the Baltimore terminal and transferred the loads into your equipment. This activity apparently was observed by the I.L.A. and United States Lines has been obliged to pay to the I.L.A. a fine of $2,000.

I am sure you are familiar with this case and I don't need to go into every detail. Our Baltimore office has been in touch with your Company but have been advised that Houff Transfer is not inclined to reimburse United States Lines for this fine which was incurred through actions of your personnel.

As a result of this it was decided not to permit your Company to handle our equipment.

The reason for not having advised you officially of cancellation of your Interchange Agreement, is simply that I had hoped that you would have a change of heart and

agree to reimburse us for a fine incurred through no fault of ours.

Inasmuch as no further developments have come about, please accept this letter as our ten (10) day notice as per paragraph ten (10) of the Interchange Agreement executed on March 18, 1970 between your Company and United States Lines, Inc. Unless we hear further from you indicating your willingness to settle this matter the above Interchange Agreement shall be null and void as of April 22, 1974.

I regret as to take this action but your attitude has left us no choice.

Very truly yours,

/s/ Klaus W. Edler
KLAUS W. EDLER
Manager,
Interline and Leasing

KWE:cs
cc: Mr. G. Maier
Mr. D. Schierloh
Mr. D. Smith
Mr. R. B. Murphy
Mrs. H. Sunhill

GENERAL COUNSEL'S EXHIBIT NO. 22A

UNITED STATES LINES, INC.
P.O. Box 1775 - Baltimore, Md. 21203
(301) 285-5200 - Cable: Seapost

April 16, 1974

Mr. Cletus E. Houff
Houff Transfer, Incorporated
P. O. Box 91
Weyers Cave, Virginia 24486

Dear Mr. Houff:

This will confirm our meeting of yesterday with yourself and Mr. Morgan, and pursuant thereto, please find attached copies of our files on container rules and the enforcement procedures relating to them. I direct your particular attention to the page I have marked "A, as this, in a concise outline, is the crux of our entire problem. A container when delivered from our terminal as a "house to house" unit must travel in that mode, and cannot be handled intermediately at a facility prior to arrival at it's final destination. If such a diversion does occur, no matter what the reason, the steamship company is subject to liquidated damages to the extent of $1000 per container.

I fully realize that situations do occur wherein containers might be in an overloaded condition and cannot legally move over public highways. In such situations, it then would be necessary to lighten the container, or to strip the container and deliver the contents breakbulk, at a marine facility using ILA labor, in order to preclude the imposition of any fines on the steamship carrier. Any handling of the contents of a "house to house" container, outside of ultimate handling at destination, must be done under ILA jurisdiction.

I further wish to affirm my decision to re-instate your interchange during the interim period of time until I actually pay the imposed $2000 fine on the adjudicated case. As I told you, I intend to further dispute the issue

based on a technicality, however the chances of our being able to prevail seem to be rather slim at the moment. The decision to re-instate your agreement is based on your acknowledgement of the basic violation, and your indication that you will give serious consideration to the payment of these fines should you be presented with an invoice by U. S. Lines, subsequent to our payment of such fines. Implied within this agreement would also be your concurrence that you will prevent similar incidents from occurring on any future handling of U. S. Lines containers, or else be subject again to a cancellation of our interchange arrangements.

I would like to reiterate that it was a pleasure to have met with you and to have discussed these problems which relate to our mutual interest. Should you require any additional information, or need any assistance on any other problems, do not hesitate to contact me further.

Very truly yours,

UNITED STATES LINES, INC.

/s/ George L. Maier
GEORGE L. MAIER
Port Manager

GLM:mvk

Attachments

cc: Mr. K. Deler
Mr. D. Schierloh

GENERAL COUNSEL'S EXHIBIT No. 22B

PROCEEDINGS OF THE CONASA-ILA CONTAINER COMMITTEE MEETINGS

Dublin, Ireland
January 25-29, 1973

A. PURPOSE OF THE MEETING

Folowing the meetings in Miami Beach, Florida, September 11-13, 1972, a number of issues on the Miami Beach Agenda remained unresolved.

The purpose of the meeting in Dublin, Ireland, was:

(a) To resolve such open issues; and

(b) To examine and adopt the document dated January 8, 1973, entitled "Enforcement of Rules on Containers".

B. JOINT MEETING

Joint meetings were held by the CONASA and ILA on the various days set forth above. In addition, separate caucus meetings were held by CONASA and ILA.

A general meeting was convened at 10:00 A.M. Saturday morning, January 27, 1973, at the Burlington Hotel at which approximately eighty (80) persons were present representing CONASA, the ILA, the South Atlantic and Gulf and various European ports.

The Saturday general meeting was opened by Presidents Gleason and Dickman and the Container meeting itself was chaired by Co-Chairman McEvoy and Scotto.

The first order of business was to consider and adopt the "Enforcement of Rules on Containers".

After due deliberation, the document entitled "Enforcement of Rules on Containers" was adopted by a unanimous vote of all members of CONASA and ILA Container Committee.

C. CONVENING OF SMALLER COMMITTEE

The members of the CONASA-ILA Container Committee met on the afternoon of Saturday, January 27, 1973, to consider the various unresolved items of the meeting of September 11-13, 1972. The two (2) principal issues discussed at that meeting were the questions of defining "Warehousing" and "Beneficial Owner". These two (2) definitions have been unresolved and matters of difference since the beginning of the CONASA-ILA Container Committee.

1. Warehousing

After long deliberation the Container Committee drafted a definition of "Warehousing" containing five (5) sub-paragraphs. This definition is set forth at length in the document attached to these Minutes which set forth the agreement reached by the CONASA-ILA Container Committee.

2. Beneficial Owner

The next order of business was to consider the definition of "Beneficial Owner".

The proposal of CONASA was that "Beneficial Owner" be defined as follows:

> "Beneficial Owner" is the seller, purchaser for the use or resale, or other user of the cargo in the normal course of his business, without regard to legal title, other than a trucker, forwarder, consolidator or distributor, as set forth in Rule 1(b) (or warehousemen as set forth in IV below).

The ILA members of the Committee completely disagreed with the employer definition and asserted that they desired that "Beneficial Owner" be defined as "the ultimate owner entitled to the beneficial use, enjoyment and title to the cargo". The employers did not agree with the ILA's position. It was determined that the parties would draft a document to be considered at a continuation of the Container Committee Meeting on Monday morning, January 29, 1973. Such a document was prepared by CONASA. It set forth the definition of "Beneficial Owner" as:

"The Beneficial Owner is the manufacturer, grower, seller, purchaser or ultimate owner entitled to the beneficial use, enjoyment, and title of the property. The term 'ultimate owner' refers to one using the cargo in the normal course of his business and it does not include the ultimate consumer."

Various meetings between Co-Counsel, Co-Chairmen and Presidents Gleason and Dickman were had on Sunday, January 28, 1973, in an attempt to reach a decision. The ILA's position during all of these discussions was that the employers alternative suggestions as set forth above were not acceptable to the Union which desired that the concept of "Beneficial Owner" be limited to "Manufacturers Label".

CONASA informed the Union that limiting "Beneficial Owner" to "Manufacturers Label" situations was not acceptable to CONASA.

A meeting of CONASA was held on Monday morning, January 29, 1973, to consider the impasse between CONASA and the ILA. During the course of this caucus, various other alternatives were suggested by the CONASA group and Counsel was directed to take them up with ILA Counsel, Co-Chairman Scotto and President Dickman.

One of the alternatives was the elimination of the words "manufacturer, grower, seller or purchaser". The ILA did not agree that such change satisfied their position.

The ILA suggested that before the words "ultimate consumer" in the CONASA proposal, there be added the words "broker, distributor, consolidator, forwarder, trucker, warehouseman or . . .".

The CONASA Committee was also informed by the ILA that if the matter of the difference on the "Beneficial Owner was not resolved, that the ILA would have no alternative but to reopen the Rules pursuant to Rule 3(h) because it considered the matter of "Beneficial Owner" to be crucial and could not agree to any definition of "warehousing" without an agreement on the definition of the term "Beneficial Owner". The ILA further stated that on such reopening of the Rules on Containers, they would stuff and strip all containers. After long

deliberation, the members of CONASA Container Committee voted to agree with the ILA's position. Chairman McEvoy voted against the proposal to accept the ILA's position.

A General Meeting was again convened on Monday after the CONASA Committee caucused and after the ILA Container Committee also caucused on the document defining "Warehousing" and "Beneficial Owner".

At the General Meeting, Interpretations 1.3 and 1.4 were adopted by the general CONASA-ILA Container Committee meeting. Also, at that meeting, the Committee made a determination that "Headloads" would not be deemed a violation of the Rules on Containers. This determination is described below and in Interpretation 1.5. It was also determined that the above interpretations would be effective January 29, 1973, for a three month period and would be reviewed at the May meeting of the CONASA-ILA Container Committee.

Headload

After discussion it was determined that where a single "Beneficial Owner" sends a container (either import or export) which contains all of his own cargo to a carrier through a carrier's pier and such container is not full, the carrier may chock this container with additional cargo and at arrival at another port the carrier may strip the additional cargo and send the remaining cargo to the "Beneficial Owner". The chocking or stripping at ILA ports shall be performed at a pier by deepsea ILA labor.

Effective Date

It was determined that the rules made at this meeting shall remain in effect until the next quarterly meeting at which time they shall be reviewed.

FUTURE MEETINGS

The Committee determined that the Third Quarterly Meeting of the CONASA-ILA Container Committee will be held in Hampton Roads area, May 8-9, 1973; and the Fourth Quarterly Meeting will be held in the New York area, September 11-12, 1973.

GENERAL COUNSEL'S EXHIBIT No. 22C

Submitted January 8, 1973
Adopted January 27, 1973

ENFORCEMENT OF RULES ON CONTAINERS

The following standards are hereby promulgated to assure fair and non-discriminatory enforcement of the CONASA-ILA Rules on Containers.

1. A. All outbound (export) consolidated or LTL container loads (Rule 1 containers) shall be stripped from the container at the pier by Deepsea ILA labor and cargo shall be stuffed into a different container for loading aboard ship.

1. B. All inbound (import) consolidated or LTL cargo (Rule 1 containers) for distribution shall be stripped from the container and the cargo placed on the pier where it will be delivered and picked up by each consignee.

2. No carrier or direct employer shall supply its containers to any facilities operated in violation of the Rules on Containers including but not limited to a consolidator who stuffs containers of outbound cargo or a distributor who strips containers of inbound cargo and including a forwarder who is either a consolidator or a distributor. No carrier or direct employer shall operate a facility in violation of the Rule on Containers which specifically require that all containers be stuffed or stripped at a waterfront facility (pier or dock) where vessels normally dock.

   A list shall be maintained of consolidation and distribution stations which are operated in violation of the Rules for the information of all carriers and direct employers. Any container consolidated at or distributed from such facilities shall be deemed a violation and subject to the rules on stuffing and stripping.

3. A committee of carriers, together with CONASA-ILA Container Committee will develop uniform documentation which shall be required to be prepared and maintained by all carriers in order to readily identify all Rule 1 containers which are subject to stuffing or stripping by deepsea ILA labor.

4. All carriers will distribute to all other carriers any and all information and devices which are being used by any person to circumvent the Rules on Containers. Any carrier whose attention is brought to a violation of the Rules shall immediately cease such violation and report the matter to the appropriate CONASA-ILA Container Committee in its port.

5. The Container Committee in each CONASA port shall promulgate to all carriers and direct employers, and to the Container Committees in each CONASA port, any and all interpretations of the Rules on Containers as and when they are made. This will include uniform interpretations as and when they are issued by the CONASA-ILA Container Committee.

6. Any facility operated in violation of the Container Rules will not have service supplied to it by any direct employer and the ILA will not supply labor to such facility.

GENERAL COUNSEL'S EXHIBIT No. 22D

SECOND MEETING OF CONASA-ILA CONTAINER COMMITTEE DUBLIN, IRELAND

January 25-29, 1973

The CONASA-ILA Container Committee reached agreement on the following:

I. *DEFINITIONS*

A. *Warehousing*

A beneficial owner does not violate the Rules on Containers when he warehouses his goods in bona fide public warehouses under the following conditions:

1. The container cargo is warehoused at a bona fide public warehouse;
2. The beneficial owner pays the normal labor charges in and out, and the normal warehouse storage fees for a minimum period of thirty or more days; and
3. The cargo is being warehoused (a) in the normal course of the business of the beneficial owner (b) title to such goods has not been transferred from the beneficial owner to another, and (c) it is contemplated that such transfer of title will not take place for at least 30 days after the warehousing of the cargo. This exception shall not apply where a cargo is warehoused for the purpose of avoidance or evasion of Rule 1.
4. The beneficial owner furnishes all documentation and other information which permits the Container Committee in the port to determine whether conditions 1, 2 and 3 have been met.

5. This definition is limited to containers warehoused as provided in the above conditions and warehouse which does not conform to such conditions shall be deemed a distribution station and treated accordingly.

B. *Beneficial Owner*

The beneficial owner is the ultimate owner entitled to the beneficial use, enjoyment and title of the property. The term ultimate owner refers to one using the cargo in the normal course of his business but it does not include a broker, distributor, consolidator, forwarder, trucker, warehouseman or the ultimate consumer.

II. *INTERPRETATIONS*

"Enforcement of Rules on Containers" was adopted unanimously in accordance with the draft of January 8, 1973, copy attached. It was further determined that all exchange of information, including interpretations and lists would be disseminated from the CONASA office to all CONASA-ILA Container Committees in each port.

III. *HEADLOAD*

It was determined that where a single beneficial owner sends a container which contains all of his own cargo to a carrier's pier and such container is not full, the carrier may chock this container with additional cargo and at arrival at an ILA port the carrier may strip the additional cargo with ILA labor and send the remaining cargo to the beneficial owner.

IV. The above Rules shall be effective as of January 29, 1973 and shall remain in effect until the next quarterly meeting at which time they shall be reviewed.

GENERAL COUNSEL'S EXHIBIT No. 22E

CONASA-ILA
CONTAINER COMMITTEE

80 Broad Street
New York, N.Y. 10004
(212) 943-2765

INTERPRETIVE BULLETIN No. 1

In accordance with the resolution made at the January 29, 1973, meeting of the CONASA-ILA Container Committee, directing that all interpretations be issued by the CONASA-ILA Container Committee office and promulgated to all local Port Container Committees as well as all other interested parties, Interpretive Bulletins will be issued periodically by the CONASA-ILA Container Committee for the information of all interested parties.

This document is the first such Interpretive Bulletin and sets forth the determinations reached by the CONASA-ILA Container Committee at its meetings of September 11-13, 1972, and its meetings of January 25-29, 1973.

No person or representative is authorized to issue any interpretations other than the Port Container Committees in each CONASA port subject to review by the full CONASA-ILA Container Committee in cases of conflict. The CONASA-ILA Container Committee will issue further clarifications and interpretations only at the request of members of one of the CONASA Port Associations or an official of an ILA Local Union. Interpretations and clarifications will not be issued to any party not covered by the various Collective Bargaining Agreements. Requests, in writing, for clarifications and interpretations should be addressed to the CONASA-ILA Container Committee at the above address.

The CONASA-ILA Container Committee has issued the following interpretations and definitions as of the date of this Bulletin:

INTERPRETATION 1.1

Containers Covered

The rules on containers relate solely to containers meeting either of the following criteria:

(a) Containers owned or leased by carriers (including containers on wheels) which contain LTL loads or consolidated full container loads, which come from or go to any point within a geographical area of any port in the North Atlantic District described by a 50-mile circle with its radius extending out from the center of each port.

(b) Containers which come from or go to any person (including a consolidator who stuffs containers of outbound cargo or a distributor who strips containers of inbound cargo and including a forwarder, who is either a consolidator of outbound cargo or a distributor of inbound cargo) who is not a beneficial owner of the cargo and such containers come from or go to any point within a geographical area of any port in the North Atlantic District described by a 50-mile circle with its radius extending out from the center of each port.

INTERPRETATION 1.2

Batching

When an employer member or carrier uses a trucker to remove or deliver containers in batches, or in substantial number, from or to a terminal to another place of rest (outside of its terminal) where containers are stored pending their delivery to consignee (or after being received from a shipper and while awaiting the arrival of a ship), for the purpose of reducing the work jurisdiction of the ILA or any of its crafts (and when adequate physical space exists on the facility for storage of such containers), such use is deemed to be batching and is a violation of the CONASA-ILA contract.

INTERPRETATION 1.3

Warehousing

A beneficial owner does not violate the Rules on Containers when he warehouses his goods in bona fide public warehouse under the following conditions:

* * * *

2. The beneficial owner pays the normal labor charge in and out; and the normal warehouse storage fees for a minimum period of thirty or more days; and

3. The cargo is being warehoused (a) in the normal course of the business of the beneficial owner; (b) title to such goods has not been transferred from the beneficial owner to another; and (c) it is contemplated to such transfer of title will not take place for at least 30 days after the warehousing of the cargo. This exception shall not apply where cargo is warehoused for the purpose of avoidance or evasion of Rule 1.

4. The beneficial owner furnishes all documentation and other information which permits the Container Committee in the port to determine whether contions 1, 2 and 3 have been met.

5. This definition is limited to containers warehoused as provided in the above conditions and any warehouse which does not conform to such conditions shall be deemed a distribution station and treated accordingly.

INTERPRETATION 1.4

Beneficial Owner

The beneficial owner is the ultimate owner entitled to the beneficial use, enjoyment and title of the property. The term ultimate owner refers to one using the cargo in the normal course of his business but it does not include

a broker, distributor, consolidator, trucker, forwarder, warehouseman or the ultimate consumer.

INTERPRETATION 1.5

Headload

Where a single beneficial owner sends a container (either export or import) which contains all of his own cargo to a carrier's pier and such container is not full, the carrier may chock this container with additional cargo and at arrival at another port the carrier may strip the additional cargo and send the remaining cargo to the beneficial owner. The chocking or stripping at ILA ports shall be performed at a pier by deepsea ILA labor.

INTERPRETATION 1.6

Enforcement of Rules on Containers

The following standards are hereby promulgated to assure fair and non-discriminatory enforcement of the CONASA-ILA Rules on Containers.

1. (a) All outbound (export) consolidated or LTL container loads (Rule 1 containers) shall be stripped from the container at the pier by deepsea ILA labor and cargo shall be stuffed into a different container for loading aboard ship.

1. (b) All inbound (import) consolidated or LTL cargo (Rule 1 containers) for distribution shall be stripped from the container and the cargo placed on the pier where it will be delivered and picked up by each consignee.

2. No carrier or direct employer shall supply its containers to any facilities operated in violation of the Rules on Containers including but not limited to a consolidator who stuffs containers of outbound cargo or a distributor who strips containers of inbound cargo and including a forwarder who is either a consolidator or a distributor. No carrier or direct

employer shall operate a facility in violation of the Rule on Containers which specifically require that all containers be stuffed or stripped at a waterfront facility (pier or dock) where vessels normally dock.

A list shall be maintained of consolidation and distribution stations which are operated in violation of the Rules for the information of all carriers and direct employers. Any container consolidated at or distributed from such facilities shall be deemed a violation and subject to the rules on stuffing and stripping.

3. A committee of carriers, together with CONASA-ILA Container Committee will develop uniform documentation which shall be required to be prepared and maintained by all carriers in order to readily identify all Rule 1 containers which are subject to stuffing or stripping by deepsea ILA labor.

4. All carriers will distribute to all other carriers any and all informatioin and devices which are being used by any person to circumvent the Rules on Containers. Any carrier whose attention is brought to a violation of the Rules shall immediately cease such violation and report the matter to the appropriate CONASA-ILA Container Committee in its port.

5. The Container Committee in each CONASA port shall promulgate to all carriers and direct employers, and to the Container Committees in each CONASA port, any and all interpretations of the Rules on Containers as and when they are made. This will include uniform interpretations as and when they are issued by the CONASA-ILA Container Committee.

6. Any facility operated in violation of the Container Rules will not have service supplied to it by any direct employer and the ILA will not supply labor to such facility.

INTERPRETATION 1.7

Overland Movement of Containers from CONASA Port to Non-CONASA Port

If a steamship line moves containers from a CONASA port to a non-CONASA port for the purpose of evading the rules on containers, the line is in violation of the CONASA-ILA Agreement. If the cargo is being moved to the non-ILA port to meet the requirements of local market conditions, and not for the purpose of evasion, then such movement is not within the rules.

INTERPRETATION 1.8

Importers Advertising Evasion of Rules

The ILA brought to the attention of CONASA that certain importers were circulating, in writing, methods developed by them to evade the rules on containers by issuing single bills of lading on what are in fact consolidated container loads of many beneficial owners. CONASA and ILA agreed that such evasion would be stopped wherever it was found.

GENERAL COUNSEL'S EXHIBIT NO. 22F

Basic rule is that containers may move without stripping by ILA labor if the containers move House to House. Any diversion to trucker, distributor, consolidator, broker, forwarder is prohibited. Use of warehouse by beneficial owner is limited as per warehouse rule. Rule applies to export and import. Use of warehousemen as distributor is specifically prohibited.

GENERAL COUNSEL'S EXHIBIT NO. 23

UNITED STATES LINES, INC.

P.O. Box 1775—Baltimore, Md. 21203
(301) 285-5200—Cable: Seapost

May 29, 1974

Mr. Cletus Houff
Houff Transfer, Inc.
P. O. Box 91
Weyers Cave, Va. 24486

Dear Mr. Houff:

Per our previous correspondence and our recent telephone conversation, please be advised that our appeal to the Container Committee has been rejected, the violation has been re-affirmed, and we have been assessed the fine of $2000 as originally stipulated.

For your reference I have attached copies of correspondence from the Steamship Trade Assoc. pertinent to this matter, as justification for our approach to you for your consideration in settling the monies involved. Also enclosed is our invoice covering the liquidated damages for the adjudicated violation.

You indicated to me, when you visited Baltimore, that you would act upon this matter when you received our invoice subsequent to the payment of the fine. Herewith, therefore, I would anticipate your response within ten days in order that further action on our part may not be necessary in order to protect the interests of U. S. Lines in our relations with Houff Transfer.

Very truly yours,

/s/ George L. Maier
GEORGE L. MAIER
Port Manager

Enclosure

INVOICE

Houff Transfer Inc.
P. O. Box 91
Weyers Cove, Va. 24486

Date May 29, 1974

Inv. No. ————

UNITED STATES LINES, INC.
DUNDALK MARINE TERMINAL
P. O. BOX 1775
BALTIMORE, MARYLAND 21203

For Container fines paid in violation of delivery of Containers:

200-830-9	
204-003-9	$2,000.00

GENERAL COUNSEL'S EXHIBIT No. 24

UNITED STATES LINES, INC.

One Broadway, New York, N. Y. 10004
(212) 344-5800 Cable: Seapost

July 12, 1974

Registered Mail
Return Receipt Requested

Houff Transfer Inc.
P. O. Box 91
Weyers Cave, Virginia 24486

Att: Mr. C. E. Houff

Dear Mr. Houff:

In light of recent developments and subsequent to discussions which were held between yourself and Mr. George Maier, Manager of our Baltimore office, this letter will serve as our notice of cancellation of Interchange Agreement between Houff Transfer and United States Lines dated 18 March 1970.

As per the tenth paragraph of the above agreement, we are hereby giving you ten (10) days written notice of termination. The above agreement will therefore be null and void as of July 22, 1974.

Termination of this agreement relieves you in no way from your obligation to return to United States Lines any and all equipment you may have in your possession be it United States Lines owned or leased equipment, neither will it effect your obligation to settle any invoices which may be outstanding at this point.

We regret having to take this action but recent events have left us no alternative.

Very truly yours,

/s/ Klaus W. Edler
KLAUS W. EDLER
Manager
Interline and Leasing

KWE:cs
cc: Mr. G. Maier/USL-BALTIMORE

GENERAL COUNSEL'S EXHIBIT No. 25

UNITED STATES LINES, INC.

P.O. BOX 3066 Norfolk, Virginia 23514
(804) 489-2800 Cable: Seapost

February 6, 1975

Mr. Frank E. Miller
General Manager
Augusta Cooperative Farm Bureau, Inc.
Route 4, Box 101A
Staunton, Virginia 24401

S/S American Ace Voy. 47
Discharged Norfolk January 5, 1975

Dear Mr. Miller:

We acknowledge your letter of January 28, returning our container demurrage invoice in the amount of $200.00. Invoice covered two containers which arrived aboard the above vessel consigned to Augusta Cooperative Farm Bureau.

A complete and thorough investigation into this invoice reveals the following:

Prior to arrival of the vessel, W. M. Stone & Co. were advised. Containers were discharged from the vessel on January 5 direct to chassis and ready to move. Customs release granted January 9. On January 10 delivery order was presented to this Office which indicated Houff Transfer as the carrier. Houff Transfer had not signed an interchange agreement with our Company, and we could not release our equipment to Houff. At 10:20 AM on January 10, W. M. Stone & Co. was advised that Houff was not acceptable and to select another carrier. Our records indicate W. M. Stone again reminded on January 13. On January 15 a second delivery order was received, indicating Wilson Trucking Corporation as carrier. Our release was then hand carried to the terminal, indicating our approval of Wilson Trucking and releasing containers.

Terminal records indicate Wilson Trucking advised on January 15 and picked up containers on January 16, 1975.

We are allowing copy of this letter to W. M. Stone & Co. and request they advise you why they delayed from Jan. 10 to Jan. 15 selecting a suitable carrier.

The tariff under which these containers moved requires us to bill and collect demurrage when containers remain on the pier beyond the free time allowed. Our actions are policed by the Consolidated North Atlantic Conferences, and we are subject to fine if we do not abide by the rules of the tariff.

We have no choice but to return our invoice to you and request payment. Container demurrage must be billed to the consignee of the merchandise.

Trust the above satisfactorily explains our position.

Very truly yours,

UNITED STATES LINES, INC.

/s/ F. W. Babb
F. W. BABB
Port Manager

FWB:ev
Att.

cc: W. M. Stone & Co.—Norfolk
Mr. J. Lee—Norfolk

UNITED ROPE (HOLLAND) DISTRIBUTORS, INC.

Baler and Binder Twine

4524 Excelsior Blvd. • Minneapolis, Minnesota 55416
Telephone (Code 612) 920-3240

December 30, 1974

JOS. URISTA. VICE PRES.

SUBSIDIARY OF
UNITED ROPEWORKS
ROTTERDAM, HOLLAND

Augusta Cooperative Farm Bureau, Inc.
Route 4, Box 101-A
Staunton, Virginia, 24401

Attention: Mr. C. C. Bowman

Dear Mr. Bowman:

Confirming our today's phone conversation, we are expecting your twine order to arrive in Norfolk about January 4th in two 40 foot containers aboard a vessel called the AMERICAN ACE. The quantities of twine in the containers are indicated below:

Container No.	No. of Bales	Type of Twine
USLU 419002-2	1,000	Excello Baler Twine (231′)
USLU 420275-6	500	Excello Baler Twine (231′)
	500	Excello Baler Twine (257′)
	50	Holland Prime Std. Binder Twine (550′)

Our customs broker in Norfolk is W. M. Stone and Company and we talked with Mr. John Strohmeyer of that company who is the man who handles our account. Mr. Strohmeyer will call Houff Transfer to haul the two containers of twine to your place of business in Staunton as soon as the twine has been cleared through U. S. Customs.

We instructed Mr. Strohmeyer to have Houff Transfer call you the day before they make delivery to you so that you are prepared to unload the twine from the containers. Twenty-four hours after the containers have been delivered, Houff will return to pick up the empty containers and return them to Norfolk. Enclosed is a copy of our order release No. 5373, the original of which we have sent to W. M. Stone and Company in Norfolk.

In accordance with our discussion, Houff will collect for the hauling charges from you. Mr. Strohmeyer says that these freight charges are expected to be the same as if the twine were not in containers. However, if the rate should be higher than normal, we authorize you to bill our company here in Mineappolis for any excess freight involved.

In the event you should want to talk with Mr. Strohmeyer, the phone number of the Stone Company in Norfolk is 804-622-3203.

Thank you very much, Mr. Bowman and please call either Mr. Strohmeyer or ourselves if any questions or problem should arise.

Very truly yours,

/s/ C. D. Kranz
C. D. KRANZ
CDK:mh

Encl.

GENERAL COUNSEL'S EXHIBIT No. 26

LAVINO SHIPPING COMPANY

32 SOUTH STREET
BALTIMORE, MARYLAND 21202

[Emblem]

Steamship Agents
Stevedores
Chartering Brokers
Terminal Operators

Cable "LAVSHIP"
All Standard Codes
Tel. 301 685-6068
TWX: 710 234-1093

Head Office
Philadelphia, Pa.

Branches
Baltimore, Md.
Norfolk, Va.
Newport News. Va.
Pittsburgh, Pa.
Wilmington, Del.

March 11, 1974

Houff Transfer Company
2720 Annapolis Road
Baltimore, Maryland 21230

Ref: M/V "NEW JERSEY MARU"
Container #A0972

Gentlemen:

The I.L.A. Container Royalty Fund has filed charges against our Principals, N.Y.K. Line, stating that on February 19th you picked up container #A0972 for delivery to Merck & Co., Elkton, Virginia. They maintain that said container was stripped by you and observed again at your terminal in the same day it was picked up. If such is the case this is a violation of the Container Agreement, and the I.L.A. is seeking liquidation damages of $1,000.00.

Please furnish us with proof of delivery of this particular container to Merck & Co. in Elkton, Virginia, and if you are unable to supply such proof and in the event penalty in the amount of $1,000.00 is assesed, we as agents for N.Y.K. Line will look to you for payment of. If you refuse to pay any penalty that might be assessed, we are suggesting to our Principals as well as other mem-

bers of the Steamship Trade Association, that your Interchange Agreement for all line services at the port of Baltimore be terminated.

Yours very truly.

LAVINO SHIPPING COMPANY

/s/ J. T. Eustace
J. T. EUSTACE
Vice President

JTE/lhd

cc: N. Y. K. Lines, Inc.
New York, New York

GENERAL COUNSEL'S EXHIBIT No. 27

LAVINO SHIPPING COMPANY

32 SOUTH STREET
BALTIMORE, MARYLAND 21202

[EMBLEM]

Steamship Agents
Stevedores
Chartering Brokers
Terminal Operators

Cable "LAVSHIP"
All Standard Codes
Tel. 301 685-6068
TWX: 710 234-1093

Head Office
Philadelphia, Pa.

Branches
Baltimore, Md.
Norfolk, Va.
Newport News. Va
Pittsburgh, Pa.
Wilmington, Del.

March 25, 1974

Houff Transfer, Inc.
P. O. Box 91
Weyers Cave, Virginia 24486

Attention: Mr. C. E. Houff
President

Ref: M/V "NEW JERSEY MARU"
Container A0972

Gentlemen:

Reference is made to your letter of March 23rd in which you said you enclosed Proof delivery as requested in our letter of March 11th. Unfortunately since it was a photostatic copy, we cannot make out the name of the receiver. It appears to be some plant, but the signature obliterated the name. Please advise the name of the plant that received these 80 drums?

Incidentally, a meeting was held at the Steamship Trade Association and at that time the Container Committee, represented by the ILA Members, stated that they went to your Terminal in Baltimore and found this container and talked to your Terminal Manager. He said

it was to move out over the road that night to its destination in Elkton, Virginia. They asked the Manager to open the container to insure that the contents were intact. According to the ILA, when it was opened it was empty. Can you refute the statement of your Terminal Manager?

Yours very truly.

LAVINO SHIPPING COMPANY

/s/ J. T. Eustace
J. T. EUSTACE
Vice President

JTE/ldh

cc: Mr. H. Bieg
Traffic Manager
N. Y. K. Line,

GENERAL COUNSEL'S EXHIBIT No. 28

STEAMSHIP TRADE ASSOCIATION OF BALTIMORE
(INCORPORATED)

32 South Street
Baltimore, Maryland 21202
752-4913

May 15, 1974

Mr. James Eustace
Lavino Shipping Co.
32 South Street
Baltimore, Maryland 21202

Dear Mr. Eustace:

RE: Container Case 5-74, NYK Lines,
Container #A0972.

The above-captioned Container Case 5-74, brought about by the Union letter dated February 20, 1974, was discussed at a meeting of the Joint Container Committee on May 10, 1974, in the offices of the Steamship Trade Association.

A portion of the Union letter reads as follows:

"On Tuesday, February 19, 1974, Houff Transfer picked up Container No. A0972 for delivery to Merck & Co., Elkton, Va. Said container, however, was stripped by Houff, and observed empty at their terminal on the same day picked up."

This leter is to notify Lavino Shipping Company that the case against the company was resolved in favor of the Union and a fine of $1,000 was assessed since there was a violation of the container agreement. The company is hereby instructed to pay to the STA-ILA Container Royalty Fund, 218 Chamber of Commerce Building, Baltimore, Maryland, 21202, the sum of $1,000, representing the fine assessed against the container named above, with the understanding that, as per contract language, "if the carrier does not pay the liquidated damages within 30

days . . . . the I.L.A. shall have the right to stop working such carrier's containers until such damages are paid."

Very truly yours,

STEAMSHIP TRADE ASSOCIATION
OF BALTIMORE, INC.

/s/ James M. Fortune,
JAMES M. FORTUNE,
Managing Director

JMF/cc

cc: Messrs. Green & Parrish

GENERAL COUNSEL'S EXHIBIT No. 29

January 16, 1975

Houff Transfer Company
2720 Annapolis Road
Baltimore, Maryland 21230

Gentlemen:

Attached is copy of a letter dated May 15, 1974 from the Steamship Trade Association of Baltimore addressed to this office as Agents for N.Y.K. Lines assessing a penalty of $1,000.00 by reason of your having picked up an N.Y.K. container #A0972 for delivery to Merck & Company, Elkton, Virginia and the stripping said container at your Terminal. This is a violation of the contract with the ILA and our principles had no choice but to pay the $1,000.00.

Upon instructions from our principals, we had no alternative but to suspend your Trailer Inter-Change Contract until such time as our principals have been reimbursed for the $1,000.00 already paid.

If there is any additional information you require, please feel free to call us.

Yours very truly,

LAVINO SHIPPING COMPANY
James T. Eustace
Vice President

JTE:dmv
Enc.

cc: Mr. Henry Bieg, N.Y.K. Lines, New York

January 16, 1975

STA-ILA Container Royalty Fund
218 Chamber of Commerce Building
Baltimore, Maryland 21202

Gentlemen:

RE: Container Case #5-74

Enclosed is our check #7443 in the amount of $1,000.00 covering the penalty assessed on the subject case.

Our principals, N.Y.K. Line, feel very strongly about paying this fine and we quite agree with them. Despite our repeated requests that when the Container Committee discovers what they believe to be a violation against one of our lines, they still do not call this office so that we can make an on-the-spot investigation.

We see no reason why this simple request can not be granted and by this letter and previous letters, want it to go on record that in all future instances we are to be notified immediately by your investigators of any suspected violation.

Your very truly,

LAVINO SHIPPING COMPANY
James T. Eustace
Vice President

JTE:dmv

Enc.

cc: Mr. Anthony A. Abato, Jr., Atty.
Mr. William J. Detweiler, S.T.A. of Baltimore
Mr. Henry Bieg, N.Y.K. Lines, New York

January 14th, 1975

Received of *LAVINO SHIPPING COMPANY*

ONE THOUSAND AND .....00/100 Dollars

PENALTY—CONTAINER CASE 5-74, NYK LINES, CONTAINER #A0972

$1,000.00

STA-ILA CONTAINER ROYALTY FUND

COPY .....

GENERAL COUNSEL'S EXHIBIT No. 30

LAVINO SHIPPING COMPANY

32 SOUTH STREET
BALTIMORE, MARYLAND 21202

[EMRLEM]

Steamship Agents
Stevedores
Chartering Brokers
Terminal Operators

Cable "LAVSHIP"
All Standard Codes
Tel. 301 685-6068
TWX: 710 234-1093

Head Office
Philadelphia, Pa.

Branches
Baltimore, Md.
Norfolk, Va.
Newport News. Va.
Pittsburgh, Pa.
Wilmington, Del.

March 3, 1975

Houff Transfer Company
2720 Annapolis Road
Baltimore, Maryland 21230

Gentlemen:

Please refer to our letter of January 22 in which we enclosed our invoice #1185M in the amount of $1,000.00 covering the penalty assessed by the I.L.A. by reason of your stripping a container in violation of their agreement. To date, we have not received your check and would appreciate your investigating and advising when payment can be expected.

Yours very truly,

LAVINO SHIPPING COMPANY

/s/ James T. Eustace
JAMES T. EUSTACE
Vice President

JTE:dmv

cc: Mr. Henry Bieg, N.Y.K. Lines, New York

GENERAL COUNSEL'S EXHIBIT No. 31

March 14, 1975

Lavino Shipping Company
Attn: Mr. James T. Eustace,
Vice President
32 South Street
Baltimore, Maryland 21202

Re: Your letter of March 3, 1975
Houff Transfer Company
2720 Annapolis Road, Baltimore, Maryland 21230

Dear Mr. Eustace:

A copy of your letter of March 3, 1975 has been forwarded to this office. It pertains to your invoice #1185M in the amount of $1,000.00. Your letter indicated that this was a penalty assessed by the I.L.A. by reason of your (Houff Transfer Company) stripping a container in violation of their agreement. I would appreciate your advising the basis on which I.L.A. assessed the $1,000.00 penalty against Houff Transfer. Your prompt reply will be appreciated.

Very truly yours,

M. BRUCE MORGAN

MBM/1f

BC: Houff Transfer, Inc.
P. O. Box 91
Weyers Cave, Va., 24486

GENERAL COUNSEL'S EXHIBIT No. 32

LAVINO SHIPPING COMPANY

32 SOUTH STREET
BALTIMORE, MARYLAND 21202

[EMBLEM]

Steamship Agents
Stevedores
Chartering Brokers
Terminal Operators

Cable "LAVSHIP"
All Standard Codes
Tel. 301 685-6068
TWX: 710 234-1093

Head Office
Philadelphia, Pa.

Branches
Baltimore, Md.
Norfolk, Va.
Newport News. Va.
Pittsburgh, Pa.
Wilmington, Del.

March 17, 1975

Mr. M. Bruce Morgan
201 Azar Building
Glen Burnie, Maryland 21061

Ref: Our letter of March 3, 1975
Houff Transfer Company
2720 Annapolis, Road, Baltimore, Maryland 21230

Dear Mr. Morgan:

Reference is made to your letter of March 14, 1975 pertaining to the subject matter. For your information we enclose copies of correspondence exchanged between this office and Houff Transfer, the Steamship Trade Association Container Royalty Fund, the attornies for the Steamship Trade Association-ILA Container Royalty Fund, all of which confirm that Lavino Shipping Company was fined $1,000.00 for a violation of the Container Agreement.

Since Houff is not a member of the Steamship Trade Association, a penalty was asessed against his office which is a member. Houff is well aware that when they pick up a container from one of our ships, that it is not to be stripped, that is its contents removed and placed in an-

other truck, but is to be delivered intact to its destinaton. Houff has been an offender in the past, and United States Lines have had the same problem with this outfit.

Since we have absolutely no control over what Houff did, and the fact that the investigators for the ILA found the empty container at Houff's Terminal the same day it was picked up from the pier we had no alternative but to pay the fine or our bond would have been charged.

We think under the circumstances, Houff should be liable for the penalty assesed against this office.

Yours very truly,

LAVINO SHIPPING COMPANY

/s/ J. T. Eustace
J. T. EUSTACE
Vice President

JTE/ldh

Enc.

GENERAL COUNSEL'S EXHIBIT No. 36

UNIFORM INTERMODAL INTERCHANGE AGREEMENT

UNIFORM INTERMODAL INTERCHANGE AGREEMENT

Preamble

The Carrier named below, owning or operating equipment for intermodal interchange service, agrees, jointly and severally, with each and all other Carrier Subscribers executing a counterpart of the Agreement, to be bound by the provisions of this Agreement and subsequent amendments or revisions thereof, governing the interchange and use of, repairs to, and settlement for, equipment used in intermodal interchange service, when interchanging equipment with other Carrier Subscribers.

This Agreement may be terminated by sixty (60) days advance notice in writing filed with the Intermodal Interchange Executive Committee.

IN WITNESS WHEREOF, this agreement has been signed this —— day of ———— 19—, by the duly authorized representative of the common carrier hereinafter designated.

Carrier: .....

By: ..... Title: .....

Business Address: .....

No. Street City

.....

County State Zip Code

Type of Organization: .....

(Individual, partnership or corporation)

If a Corporation:

State in which organized: .....

Date of incorporation: .....

If a Partnership:

Date of formation of partnership: .....

Name of all partners: .....

Certificant No. (If Applicable): .....

Accepted this ..... day of ..... 19...

By: .....

(Secretary)

UNIFORM INTERMODAL INTERCHANGE AGREEMENT

Preamble

The Carrier named below, owning or operating equipment for intermodal interchange service, agrees, jointly and severally, with each and all other Carrier Subscribers executing a counterpart of the Agreement, to be bound by the provisions of this Agreement and subsequent amendments or revisions thereof, governing the interchange and use of, repairs to, and settlement for, equipment used in intermodal interchange service, when interchanging equipment with other Carrier Subscribers.

This Agreement may be terminated by sixty (60) days advance notice in writing filed with the Intermodal Interchange Executive Committee.

IN WITNESS WHEREOF, this agreement has been signed this —— day of ———— 19—, by the duly authorized representative of the common carrier hereinafter designated.

Carrier: .....

By: ..... Title: .....

Business Address: .....

No. Street City

.....

County State Zip Code

Type of Organization: .....

(Individual, partnership or corporation)

If a Corporation:

State in which organized: .....

Date of incorporation: .....

If a Partnership:

Date of formation of partnership: .....

Name of all partners: .....

Certificant No. (If Applicable): .....

Accepted this ..... day of ..... 19...

By: .....

(Secretary)

Return to EIA Headquarters

DEFINITION OF TERMS

Where the following terms appear in this Agreement they shall have the meaning indicated:

1. AGREEMENT

   —A term referring to this Uniform Intermodal Interchange Agreement.

2. SUBSCRIBER

   —A Carrier who is signatory to this Agreement.

3. OWNER

   —A Subscriber Carrier to whom title to equipment has been issued or who, as lessee, has the right to exclusive use of equipment.

4. EQUIPMENT

   —Trailers, containers, chassis, bogies and component parts thereof.

5. USER

   —A Subscriber Carrier in possession of equipment.

6. DELIVERING CARRIER

   —A Carrier offering equipment to another Carrier.

7. RECEIVING CARRIER

   —A Carrier accepting equipment from another Carrier.

8. USE CHARGE

   —The agreed daily rate paid for equipment.

9. INTERCHANGE POINT

   —An agreed location where two or more carriers receive and/or deliver equipment.

10. INTERCHANGE

    —The transfer of equipment from one carrier to another carrier, consummated when the equipment interchange receipt and safety inspection report form is executed by such carriers.

11. REGISTER

    —Publication containing listings of equipment accepted by the Intermodal Interchange Executive Committee.

12. INTERMODAL INTERCHANGE EXECUTIVE COMMITTEE

    —A Committee, comprised of a Secretary designated by each of the subscribing modes of transportation.

13. SECRETARY

    —Designated individual charged with prescribed duties.

PART I

TERMS AND CONDITIONS

1. GENERAL

1.1 These Terms and Conditions are formulated for the fair and proper adjustment of all questions concerning the interchange and use of, repairs to, and settlement for equipment when such equipment is interchanged between two or more modes, except when such equipment is being transported as lading. These Terms and Conditions shall not be construed as governing interchange between Carriers of the same mode, except that if any conflict shall appear between these Terms and Conditions and comparable rules governing interchange between Carriers of the same mode, these Terms and Conditions shall take precedence whenever such interchange takes place as part of an intermodal movement subject to the Agreement.

1.2 If a Subscriber interchange equipment to a non-Subscriber, the Subscriber will be responsible for the performance of all terms of this Agreement in the same manner as if the equipment were in the possession of the Subscriber.

2. ADMINISTRATION

2.1 The Subscribers consent to the establishment of an Intermodal Interchange Executive Committee to administer this Agreement.

2.2 Each mode will be represented by a Secretary.

2.3 A list of Subscribers shall be issued periodically by the Intermodal Interchange Executive Committee.

3. RECEIPTS AND REPORTS

3.1 At the time of interchange an authorized representative of each Carrier shall execute, in multiple copies as the parties may require, an equipment interchange receipt and safety inspection report form, and the parties shall be bound by the notations thereon.

4. USE OF EQUIPMENT

4.1 Responsibility of User in Possession of Equipment.

a. User shall have the right of complete and supervision of equipment while in its possession and shall be responsible for returning the equipment in the same condition as received, ordinarly wear and tear excepted.

b. In the absence of instructions from Owner, or agreement to the contrary, when equipment in interchange service is unloaded, it will be the responsibility of the User to promptly return such equipment to Owner or to Carrier from which received at the point received.

c. The Owner or Receiving Carrier will promptly accept the return of empty equipment.

d. The cost of decontaminating equipment that has been loaded with contaminating commodities shall be the responsibility of the User who loaded, or arranged for the loading of, such equipment.

e. All dunnage, debris, etc. shall be removed prior to the return of empty equipment.

4.2 Adjustment or Transfer of Lading

a. Adjustment or transfer of lading shall be the responsibility of the Delivering Carrier:

(1) when required at point of interchange due to defective equipment which cannot be readily repaired;

(2) when due to overload in violation of Item 4, Section A, of Part II of this Agreement.

b. If the Delivering Carrier fails to adjust or transfer a lading where required Receiving Carrier may cause transfer to be made at expense of Delivering Carrier.

5. DAMAGE

5.1 In the event equipment is damaged after being received in interchange, the User in possession at the time the damage occurred shall, by repair, maintain owner's standards, and material applied must be of similar quality and type as material removed. Repairs, when completed, are subject to acceptance by equipment owner. In the event of failure of such User to make such repairs it shall, nevertheless, be responsible for the cost thereof. If the estimated cost of the foregoing repairs exceed $100, the consent of the Owner shall be obtained by the User before it causes the repairs to be made.

5.2 In the event a Subscriber delivers equipment to a Carrier not a party to this Agreement the Subscriber will be responsible to the Owner for damage to the equipment.

6. REPAIRS AND BILLING

6.1 In the event equipment shall require repairs before being accepted in interchange, Delivering Carrier shall be responsible for the cost of repairs. Receiving Carrier may cause repairs to be made and bill Delivering Carrier

for the cost thereof. If estimated cost of foregoing repairs exceeds $25, consent of Delivering Carrier shall be obtained before it causes repairs to be made.

6.2 In the event of repairs necessitated by defective equipment, User shall make such repairs as may be necessary; provided, however, that the User shall secure the approval of Owner before making any repairs, the estimated cost of which will exceed $100. When the cost of repairs necessitated by defective equipment is less than $25, the User shall make the repairs at its own expense. When the cost of repairs exceeds $25, the Owner shall be responsible for the entire cost thereof and User shall be promptly reimbursed.

6.3 Ordinary maintenance and other service adjustments occasioned by ordinary use in interchange will be:

a. Absorbed by User when cost thereof does not exceed $25.

b. Billed to and borne by Owner in entirety when cost exceeds $25.

c. Authorized by the Owner prior to commencement of repairs when estimated cost exceeds $100.

d. Billed to the Owner by User within 90 days after repairs have been completed, unless otherwise agreed upon. Billing must include owner marks or alpha code and equipment number, chassis number, date and location where repaired, and all details concerning items of repair.

6.4 Unless otherwise provided, material used in making repairs shall be charged for at current market prices, which shall be the invoice

price plus commercial freight. However, when repairs are made in commercial shops or outside repair facilities the actual amount invoiced for such material and labor must be used.

6.5 When repairs are made by User, labor shall be charged on the basis of actual time consumed in making repairs but shall not exceed prevailing labor costs.

6.6 Wrong Repairs

a. Where Owner ascertains that wrong repairs have been made, the User responsible must assume full cost of correcting wrong repairs. Owner must furnish to User a list of wrong repairs and cost estimate prior initiating corrective repairs. If User does not respond within ten (10) days after notification, informing Owner of acceptance of estimate or the name of representative authorized to make inspection of alleged wrong repairs, Owner may proceed with repairs.

b. Where serviceable material not standard to equipment is removed by Owner and, upon notification, the Carrier responsible for the wrong repairs elects to have such material returned, shipping instructions must be furnished within thirty (30) days accepting bill for freight charges (collect), otherwise, such material may be treated as scrap.

7. SETTLEMENT FOR LOST, STOLEN OR DESTROYED EQUIPMENT

7.1 In the event equipment is lost, stolen or destroyed while in possession or control of User, the User agrees to reimburse the Owner an amount equal to the depreciated book value of said equipment as of the date it was lost, stolen or destroyed.

7.2 Owner shall, within thirty (30) days after receipt of the written notification, secure and furnish to the User a written statement of the book value of the lost, stolen or destroyed equipment, including component parts.

7.3 Book value shall be the basis for fixing the value of the equipment, and of component parts, such as refrigeration units, chassis, LPG generators. Book value shall be determined for the equipment and any compent parts, less ten per cent salvage value, by utilizing the straight line depreciation method, with estimated ten (10) year life.

7.4 Settlement shall be made within sixty (60) days after User has been furnished a written statement of the depreciated book value of the equipment lost, stolen or destroyed.

8. USE CHARGES—SPECIAL APPLICATION

8.1 When equipment is damaged and reported to the Owner under Part I, 5.1 of this Agreement, use charge will cease from date of original notification until repairs are authorized or disposition furnished by Owner.

8.2 If the Owner requests equipment be sent home for repairs, User will initiate return of equipment within ten (10) days after notice is received; otherwise, use charge shall be reinstated.

8.3 Use charge shall not be paid by an intermediate User on equipment returned home under Section 8.2. Equipment moved home under this rule shall be so indicated on movement document.

8.4 If, on receipt from Owner of depreciated value, User decides to repair or send it to the Owner for repairs, the use charge shall continue from the date of original written notification to Owner as lost, stolen or destroyed.

8.5 When equipment is lost, stolen or otherwise unreported and no use charge allowed or interchange record received, claim for such use charge shall be presented to the User last in possession of the equipment.

8.6 A Subscriber to this Agreement failing to accept promptly from another Subscriber equipment billed to or via that Subscriber, shall be responsible for use charge on equipment so held for delivery. The Subscriber in possession of equipment shall notify the delinquent User daily, prior to midnight, through the designated representatives at the point where equipment is offered, of the total number of units so held for it, and within forty-eight (48) hours from midnight of the day equipment if offered, furnish the initials and number of equipment so held.

8.7 In case a party to this Agreement delivers equipment to a Carrier not a party to this Agreement, the Subscriber will be responsible for use charges.

8.8 When equipment has been reported to the Owner as lost, stolen or totally destroyed, the use charge shall cease on the date Owner is notified.

8.9 In the event that a claim presented by the Owner is not adjusted and no use charge allowed or interchange record received subsequent to the period of the claim, the Owner shall present a bill for the depreciated value of the equipment to the User last reported as having received it. Such a bill may be presented only after six (6) months from the last day of the month in which use of the equipment was reported. The User bill will be responsible to the Owner for use charge up to the date of the statement.

8.10 Settlement of bill referred to in Section 8.9 shall be made within thirty (30) days from the date of presentation. However, in the event equipment is restored to serviceable condition prior to the expiration of this thirty (30) day period, the Owner shall accept use charge from the User billed from the date of original interchange receipt and cancel his statement.

9. USER LIABILITY FOR THIRD PERSONS OR THEIR PROPERTY

9.1 The User, while in possession of interchange equipment, releases and agrees to defend, indemnify and hold harmless the Owner, and any providing or intermediate Carrier furnishing said equipment, from and against any and all loss, damage, liability, cost or expenses suffered or incurred by the Owner, and any providing or intermediate Carrier, arising out of or connected with injuries to or death of any persons or loss of or damage to property of other persons arising out of the User's use, operation, maintenance or possession of interchange equipment.

9.2 Insurance

a. A Subscriber shall have in effect, and attached to its policy of liability insurance, a Uniform Endorsement covering its legal liability, including any liability assumed under the provisions of 9.1, with limits of no less than $250,000/$500,000 for Bodily Injury and $250,000 for Property Damage, or single limit Bodily Injury and Property Damage of at least $1,000,000.

b. Subscribers that are self-insured and so recognized by the Interstate Commerce Commission, the Federal Maritime Commission, or other appropriate regulatory agencies,

shall comply with respect to policies of insurance in excess of self-insured limits.

10. WARRANTY

10.1 Delivering Carrier does not make any warranty or representation expressed or implied, as to the fitness or condition of the equipment interchanged, including tire and tubes, and the Carrier acquiring the use thereof does so at its own risk.

PART II

OPERATING RULES

Section A

Equipment will be accepted in intermodal interchange service provided that:

1. The name, reporting mark or alpha code and equipment number of the Owner are clearly indicated thereon. Subscriber placing equipment in interchange service whose marks do not render it possible to ascertain the Owner for purposes of this Agreement shall cause to be placed upon the equipment an owner identification and address no less than 2″ x 5″ in size located as follows:

   a. trailer/containers—rear left-hand door

   b. chassis—left side center beam adjacent to existing markings

   c. bogies/flat beds—left rear.

2. Owners of intermodal equipment have verified their reporting mark or alpha carrier code with the appropriate liaison organization to avoid the possibility of duplicate markings and to insure uniqueness.

   Note: It is strongly recommended that after reporting marks have been verified, Owners list such equipment in an appropriate register.

3. The Owner furnishes valid license plates required in State of registry.

4. Equipment when loaded shall not exceed manufacturer's gross weight limitations which shall be marked on the unit. User may restrict size and weight of any equipment to meet clearance and highway requirements for movement over a particular route.

5. Kingpin is free of cracks or other visible flaws and is securely attached to said equipment.

6. Container equipment must be secured to chassis or bogie according to safety requirements of receiving carrier.

7. Accessories and Special Equipment

   7.1 All wheeled equipment has the following accessories:

   a. The SAE-ATA Recommended (7-Conductor) Electrical Connector Plug.

   b. Flashing turn signals with not less than 12 square inches of lens surface.

   c. Stop lights, tail lights, clearance and marker lights, mud or rain flaps, as required by appropriate governmental agencies.

   d. Tires conforming to requirements of Section B of these rules.

   e. Landing gears conforming to requirements of Section B of these rules.

8. An equipment interchange receipt and safety inspection report form is prepared by delivering carrier specifying the description and number of removable items accompanying equipment, such as, but not limited to:

   a. Chains, binders and cables

   b. Tarpaulins (except expendable type), including securements

   c. Tarpaulin bows

d. Spreader bars or tie rods

e. Bulkheads, bulkhead boards, and load restraining devices

f. Sides, gates, sections or end doors

g. Mounted spare tire

h. Auto transport equipment such as skids, retainer pins, stands, tie down chains, cables and hooks.

9. When loaded open top equipment is offered in interchange and is equipped with tarpaulins and bows, the tarpaulins and bows must be in their proper position with tarpaulin spread and secured. In the event tarpaulin and bows are not used, they must be placed in proper storage.

10. When empty open top or platform type equipment is offered in interchange and is equipped with tarpaulin and bows, side and end gates, etc., the tarpaulin and bows, side and end gates must be in proper place with tarpaulin spread and secured.

Note: It is recommended that tarpaulins used in interchange service carry Owner's identification.

Section B

CONDITIONS GOVERNING COMPONENTS OF EQUIPMENT

1. Tires and Tubes

1.1 The Delivering Carrier shall determine that tires and tubes are of proper size at the time of interchange. Thereafter, until equipment is returned to the Owner, repairs to tires and tubes shall be made by and at the expense of the User at the time of such tire or tube failure. At the time of interchange of equipment, the tires thereon shall be thoroughly inspected by Receiving Carrier:

a. To determine if properly mated.

b. To determine major defects, such as:

(1) Separation of caps

(2) Visible blisters

(3) Obvious signs of rim wear

(4) Visible objects protruding from tire, such as nails, bolts, spikes

c. To determine that tires contain at least sufficient tread to comply with appropriate governmental safety regulations.

1.2 Any deficiency noted by inspection shall be corrected by the Owner or by the Delivering Carrier prior to acceptance for interchange use.

1.3 At time of inspection there shall be recorded on the equipment interchange receipt and safety inspection report the time owner's name and number, if any, or manufacturer's name, and location of tire on the equipment.

1.4 User shall provide good maintentnce to tires and tubes, including proper inflation, repair of flat tires, pulled valve stems, etc.

1.5 In the event of a blowout and/or total failure of a tire and/or tube, replaced by other than the Owner, the replacement shall be properly mated and of similar quality and value and report of such replacement must be made to Owner showing size, ply, brand and serial numbers of tires removed and applied. If tire or tube is ruined as a result of being run flat or otherwise abused, it will be the responsibility of the User to replace or pay for the tire or tube so ruined, otherwise replacements of tires shall be the expense of the Owner.

1.6 An unserviceable tire for which the Owner is charged, shall be held by the User for

thirty (30) days after notifying the Owner of such unservicability. In the event Owner requests return of such tire, it shall be returned by User to the point and in the manner designated by Owner. Cost of such return transportation shall be paid initially by Owner. In the event such a tire is returned which became unserviceable by being run flat or otherwise abused, Owner shall be reimbursed for such transportation cost by User.

Note: It is recommended that Owners mark all tires on both sides. The marking should be placed immediately after the manufacturer's name or in the branding area provided on the tire.

2. Landing Gears

2.1 At time of interchange landing gear must be complete as to component parts, properly secured to equipment and in suitable condition to properly support load.

2.2 User in possession of equipment shall provide required maintenance service to landing gear, including minor repairs and lubrication.

3. Refrigeration and Heating

3. At the time of interchange a vehicle equipped with mechanical refrigeration unit shall have marked adjacent to the fuel tank the type of fuel required to drive unit and capacity of fuel tank.

3.2 At time of interchange of a loaded vehicle under heat or refrigeration, interior air of vehicle will be at the required temperature. The mechanical unit shall be in satisfactory operating condition and shall have sufficient oil, and the fuel tank filled to capacity.

3.3 Owner shall protect the liquid cooling system of mechanical unit against freezing damage by

application of sufficient permanent anti-freeze solution to prevent freezing at temperature not less than minus 20 degrees F. Type of solution and degree of protection afforded shall be shown on tag attached securely to unit.

3.4 User shall be responsible for further protecting the mechanical unit where temperature lower than the above minimum may occur while in its possession. In furnishing this protection the same type of solution shall be added to unit and the information tag shall be corrected to show the new temperature protection.

3.5 Fuel used to operate portable unit in either heat or refrigeration service shall comply with all requirements of the carriers or regulatory agencies involved in the movement. Type and location of portable unit shall be designated by delivering carrier.

3.6 User shall provide proper maintenance to the heating and refrigeration unit when vehicle contains commodities requiring temperature control.

3.7 User shall return refrigeration equipment with fuel tanks filled to capacity, or reimburse Owner for the cost of fuel consumer.

PART III

SETTLEMENT OF DISPUTES

Preamble

When Subscribers are unable to agree on the settlement of a dispute respecting repairs to equipment, or its maintenance or use, or rules and regulations pertaining thereto, the party or parties involved have the right or rights to handle such disputes—1) Trough a court of law, or 2) Through process of arbitration under this Agreement.

1. Arbitration Structure

1.1 An Arbitration Panel consisting of five (5) members from each mode shall be established by the Intermodal Interchange Executive Committee. A current list of all Arbitration Panel members shall be made available to Subscribers by the Secretary.

1.2 The Arbitration Committee shall consist of three(3) members selected from the Arbitration Panel, to be arranged by the Secretary representing the carrier mode initiating arbitration.

1.3 To submit a dispute to arbitration each side will appoint one member from the intermodal Arbitration Panel and the two thus appointed shall select a third neutral member; provided, however, that the parties to the dispute, upon notification to the Secretary, may arrange for the selection of arbitrators from sources outside the intermodal Arbitration Panel.

1.4 When three (3) modes are involved in a dispute, the Secretary from each mode shall select a member from the Arbitration Panel.

2. Arbitration Procedures

2.1 The Subscriber initiating arbitration, the Complainant, shall prepare, a Statement of Facts consisting of not more than three(3) typewritten pages, letter size, single space, to be signed by all parties to the dispute. Such Statement of Fact should make reference to each question about which decision is desired. Supporting documents should accompany such Statement of Facts.

2.2 If the parties cannot agree on such Statement of Facts, each may submit a separate signed Statement not exceeding three(3) pages in in length. Each such Statement shall indicate therein that a copy has been served on all

other parties to the dispute. The original copy of each such Statement shall be forwarded to the Complainant for inclusion in in the Arbitration Dispute File.

2.3 The Complainant shall prepare a Summary Statement, setting forth his position, and request for such decision as is deemed appropriate. A copy of such Statement shall be sent by the Complainant to each other party involed in the arbitration and the Statement shall indicate therein that a copy has been so served. The original copy of such Statement shall be included in the Arbitration Dispute File.

2.4 To promote orderly and efficient use of the Dispute File, all papers shall be numbered consecutively, begining with No. 1 on the first paper which shall be the agreed Statement of Facts, or Separate Statement of Facts, followed by No. 2 which shall be the Complainant's Summary Statement, provided in paragraph 2.3. Numbers shall be placed in the upper right corner of each page, and the File shall be presented in a neat condition.

2.5 The entire Dispute File, including a filing fee of $100.00 shall then be submitted by Registered Mail to the Secretary of Complainant's mode, with written request for arbitration. This transmittal shall indicate that all parties to the dispute have been served with a a copy of the written request for arbitration.

2.6 Withing twenty (20) days after service of Complainant's Summary Statement as provided in paragraph 2.3, each other party to the dispute may file a Reply, answering Complainant's Summary Statement, by registered mail addressed to the Secretary handling the Dispute File. A copy of such Reply shall be sent to each other party to the dispute and the

Reply shall indicate therein that such copies have been so served.

2.7 If within such twenty (20) day period the parties to the dispute instead notify the Secretary in writing, with copies served on all such parties, of their willingness to reach a voluntary settlement of the dispute, arbitration will not be instituted and the filing fee shall be returned to Complainant. Similar action will result if such notice is received by the Secretary within ten (10) days after service of the Reply.

2.8 The Secretary shall assign an Arbitration Number to the Dispute File, to be transmitted to the Arbitration Committee.

2.9 Each Member of the Arbitration Committee shall review the Dispute File and, as promptly as possible, write his opinion clearly setting forth his conclusion as to proper settlement of the dispute, giving his reasons for such conclusion. He shall attach three (3) copies thereof to the Dispute File, to be transmitted to the Secretary handling the dispute. The Secretary shall remove all copies of such opinion. The Dispute File will then be sent to the second member of the Arbitration Committee, and the same procedure shall be followed until opinions have been received from all members of the Committee.

2.10 When all opinions have been received, a notice of the Arbitration Committee's decision shall be sent to each party to the dispute and to the Intermodal Interchange Executive Committee. If the decisions rendered do not resolve the dispute, the Dispute File together with the original decision of each arbitrator shall be resubmitted to the Arbitration Committee for reconsideration. If the decisions rendered as a result of reconsideration do not permit settlement of the dispute, a new Arbitration Committee will be selected to arbitrate the dispute. The original Dispute File shall be re-

record of all arbitrated disputes shall be maintained by the Intermodal Interchange Executive Committee.

2.11 A decision rendered by the Arbitration Committee, which has been concurred in by at least two members of the Committee, shall be final and binding upon the parties to the dispute.

2.12 If the arbitration award is favorable to Complainant, the equivalent of the filing fee shall be added to the award. All payments must be submitted within thirty (30) days of the decision. Expenses incurred for neutral arbitrators shall be borne by the party against whom an adverse decision has been rendered.

RULES FOR IMPLEMENTATION OF THE UNIFORM INTERMODAL INTERCHANGE AGREEMENT

I. ADMINISTRATION OF UNIFORM INTERMODAL INTERCHANGE AGREEMENT

A. For the purpose of administering the Uniform Intermodal Interchange Agreement, each mode will be responsible for appointing an individual to be designated as "Secretary". The Secretary is to be appointed by an official or governing body as prescribed in the organizational structure of each mode. The combined Secretaries will be known as the Intermodal Interchange Executive Committee.

The title "Secretary" is defined in the Terms and Conditions of the Uniform Intermodal Interchange Agreement as a "Designated individual charged with prescribed duties".

Such duties shall consist of but not limited to the following:

1. Following approval of the Uniform Intermodal Interchange Agreement by each of the modes, the designated Secretaries shall be responsible for distributing to the membership of their respective mode, blank copies of the Uniform Intermodal Interchange Agreement for the purposes of obtaining subscribers to the agreement.

2. Each modal Secretary shall be responsible for collecting the originals of the signed Uniform Intermodal Interchange Agreements submitted by his respective mode and shall deposit such agreements with an appropriate official of his mode or mode association for safekeeping. Each modal Secretary shall also be responsible for exchanging information concerning new signatories as may be required.

3. The Intermodal Interchange Executive Committee shall be responsible for maintaining a current list of the signatories to the Uniform Intermodal Interchange Agreement and shall periodically announce to the subscribers any new signatories or terminations to the Uniform Intermodal Interchange Agreement.

4. In conjunction with Item 3, the Intermodal Interchange Executive Committee shall also be responsible for disseminating to the subscribers of the respective modes a current list of all subscribers to the Uniform Intermodal Interchange Agreement issued anually and supplemented quarterly. Membership of new signatories to the Uniform Intermodal Interchange Agreement shall become effective upon publication in current list of subscribers. The initial list will be published with a closing date of May 1, 1973. Supplements thereto will be issued on a quarterly basis. Applications received after scheduled closing date will become effective with the next Supplement. Signatories to the Uniform Intermodal Interchange Agreement shall be listed by separate mode. Such listing to include corporate name, address, and responsible office.

II. PROPOSED PROCEDURES TO BE USED IN HANDLING REQUESTS FOR INTERPRETATIONS OR REQUESTS FOR REVISING THE RULES OF THE UNIFORM INTERMODAL INTERCHANGE AGREEMENT

A. At the present time, the provisions of the proposed Uniform Intermodal Interchange Agreement are silent with regard to the method subscribers should use to obtain an interpretation of a specific rule and/or ruling on a specific case. The agreement is also silent with regard to the maner in which subscribers can submit suggested changes to existing rules. Undoubtedly, once the Uniform Intermodal Interchange Agreement is implemented, such requests will be submitted and and it is felt desirable that guidelines be established in order that such requests are handled uniformily.

In order that requests such as those outlined in the previous paragraph can be given proper attention, initial consideration of a dispute or requested interpretation will be handled by the Secretary(s) of the mode(s) involved. Should a ruling rendered by the Secretary(s) not be accepted by the subscriber(s) involved, an Intermodal Review Board will be appointed consisting of the Secretaries and two (2) additional representatives from each mode. A quorum will consist of of at least two (2) representatives from each mode. If a meeting is held, an equal number from each mode is eligible to vote.

The Intermodal Review Board will either confirm the ruling of the Secretary(s) or render a

new ruling or decline comment. If the Board's action has not resolved the matter, the subscriber(s) involved may submit the matter to formal arbitration. Modal Secretaries will give due consideration to the establishment of appropriate filing fees for matters considered by the Intermodal Review Board.

B. The following guidelines are also suggested for submitting requests for interpretations and/or informal rulings:

1. Interpretation of a Rule and/or informal ruling on a specific case (when formal arbitration is not desired).

   a. Ten (10) copies of all pertinent related information associated with the matter in question must be furnished to the Secretary of the mode initiating the request. In addition, one copy of such material is to be furnished to each subscriber involved. Such request must make specific reference to the Rule or Rules involved.

2. Requests for Revision of existing Rules or submission of new Rules to the Uniform Intermodal Interchange Agreement.

   a. For the purpose of considering requests for changes, revisions and additions to the rules of the Uniform Intermodal Interchange Agreement, the Intermodal Review Board as outlined in Item 2a shall be responsible for handling such matters. Following approval, the Intermodal Review Board will submit report covering the approved changes, revisions and additions to the Secretary of each mode for the necessary circulation within the modes.

   (Meetings of the Intermodal Review Board will be held at least annually) It is agreed that revision of existing rules to the Uni-

form Intermodal Interchange Agreement will be deferred until May 1, 1974.

III. FORMAL ARBITRATION—SETTLEMENT OF DISPUTES

Under no contions will the procedures outlined in Part II abrogate the right of any subscriber to submit any dispute to arbitration as provided in the basic agreement.

GENERAL COUNSEL'S EXHIBIT NO. 37

SUBSCRIBERS

to the

UNIFORM INTERMODAL INTERCHANGE AGREEMENT

Published by

EQUIPMENT INTERCHANGE ASSOCIATION

Agent for

INTERMODAL INTERCHANGE EXECUTIVE COMMITTEE

Effective October 15, 1975

NOTICE

All communications concerning the Uniform Intermodal Interchange Agreement should be directed to the Intermodal Interchange Executive Committee.

Motor Carrier Subscribers should direct their inquiries to:

Kenneth R. Hauck
1616 "P" Street, N.W.
Washington, D.C. 20036

Water Carrier Subscribers should direct their inquiries to:

John K. Cunningham
67 Broad Street
Room 2400
New York, N.Y. 10004

Railroad Carrier Subscribers should direct their inquires to:

A.T. Perticari
1920 "L" Street, N.W.
Room 312
Washington, D.C. 20036

LIST OF SUBSCRIBERS

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ALPHA CODE	NAME AND ADDRESS OF SUBSCRIBERS	AGREEMENT EXECUTED
	MOTOR CARRIER SUBSCRIBERS	
AAAO	AAA Air Express, 145-03 156th Street, Jamaica, New York 11434 (Office of the Vice President)	8-29-75
ACTS	A. C. Trucking Service, Inc., 3 West 1st. Street, Clifton, New Jersey 07011 (Office of the President)	4-29-74
ACIQ	A.C.I. Service, Inc., Bush Term. Bldg. 56 1/2 - Ft. 48th St., Brooklyn, New York 11232 (Office of the President)	9-4-75
ADSO	ADS Trucking, Inc., 293 South Broadway, Hicksville, New York 11801 (Office of the President)	8-29-75
AEFS	A.E.F. Selover Transportation, Inc., 393 Old Bridge Turnpike, South River, New Jersey 08882 (Office of the Vice President - Secretary)	8-15-75
AGCQ	AG Container Repair Company/AG Services, Route 169 & Pulaski Street, Bayonne, New Jersey 07002 (Office of the Partner)	9-15-75
ANRC	A.N.R. Trucking Co., Inc., 518 West 29th Street, New York, New York 10001 (Office of the President)	8-1-73
APAC	A-P-A Transport Corp., 2110-88th Street, North Bergen, New Jersey 07047 (Office of the Vice President - Sales & Traffic)	9-10-75
AREI	AR-EM Trucking Company, 154 Attorney St., New York, New York 10002 (Office of the President)	8-28-75
ABLT	Able Trucking Co. Inc., 615 Industrial Road, Carlstadt, New Jersey 07072 (Office of the Terminal Manager)	9-15-75
ACHT	T. Achenberg Trans. Co., 208 Sheridan Street, Perth Amboy, New Jersey 08861 (Office of the Secretary)	5-25-73
ACCE	Acme Carriers, Inc., 216-3rd Street, Brooklyn, New York 11215 (Office of the President)	2-26-74
ATIO	Action Trucking Corp., Bush Terminal Bldg. 58, Foot of 50th Street, Brooklyn, New York 11232 (Office of the Treasurer)	9-10-75
ASTI	Active Storage & Transport Co., 1060 Bay Avenue, Elizabeth, New Jersey 07201 (Office of the President)	8-11-75
AMMF	Admiral-Merchants Motor Freight, Inc., 215 South 11th St., Minneapolis, Minnesota 55403 (Office of the Traffic Manager)	8-24-73
AKNS	Aikins, Bob, Lines, Inc., P. O. Box 264, Lawrenceburg, Indiana, 47025 (Office of the Traffic Manager)	4-3-73
AFGT	Airfreight Transportation Corp., 333 North Henry Street, Brooklyn, New York 11222 (Office of the Sect.-Treas.)	6-1-73
AJAX	Ajax Transportation Co., Inc., 485 Harrison Ave., Boston, Mass. 02118 (Office of the President)	7-9-73
AKER	Akers Motor Lines, Inc., P. O. Box 10303, Charlotte, N. C. 28201 (Office of the Secretary-Treasurer)	4-10-73
ALAE	Alamo Express, Inc., 51 Essex Street, San Antonio, Texas 78210 (Office of the Trailer Control)	3-30-73
ALAN	Alan Motor Lines, Inc., U. S. Route 1 & Lawrence St., Rahway, New Jersey 07065 (Office of the Secretary)	8-21-75
	Alexander, S., & Co. Inc., Foot of 12th Street, Jersey City, New Jersey 07302 (Office of the Exec. Vice President)	8-29-75
ALPT	All Freight Distribution Co., Inc., 1501 Thames Street, Baltimore, Maryland 21231 (Office of the President)	6-25-73
AIDS	All Island Delivery Service, Inc., 174 Cabot Street, W.Babylon, New York 17704 (Office of the Office Manager)	9-9-75
AWTO	Allwood Transportation Corp., 317 Ellison Avenue, Westbury, New York 11590 (Office of the President)	9-16-75
ALTO	Alman Trucking Corp., 153 Walworth St., Brooklyn, New York 11205 (Office of the President)	9-16-75
AMTQ	Ambassador Trucking & Leasing Corp., 56 Oak Street, Bayonne, New Jersey 07002 (Office of the President)	8-25-75
AMBE	Amber Warehouse, Inc., 110 Maltese Drive, Totowa, New Jersey 07812 (Office of the Vice President)	8-18-75
AMCI	Ameri-Cana Transport Inc., 18 Monument Square, Portland, Maine 04111 (Office of the President)	9-6-74
AMFM	American Farm Lines, P. O. Box 75410, 8125 S. W. 15th Street, Oklahoma City, Oklahoma 73107 (Office of the Treasurer)	3-20-74

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ALPHA CODE	NAME AND ADDRESS OF SUBSCRIBERS	AGREEMENT EXECUTED
	MOTOR CARRIER SUBSCRIBERS	
AFRC	American Freightways Co. Inc., 518 Porter Avenue, Brooklyn, N. Y. 11222 (Office of the Traffic Manager)	1-1-74
AMSC	Anderson Motor Service, Inc., 7525 Ravensridge Rd., St. Louis, Mo. 63119 (Office of the V. P. - Operations)	4-6-73
ADLI	Annadele Trucking Ltd., 216 Pacific Street, Brooklyn, New York 11201 (Office of the President)	7-10-74
ANTR	Antrim Transportation Co., Inc., 7-11 Suffern Place, Suffern, New York 10901 (Office of the Vice President)	8-26-75
	Archway Trucking, 15 Brady Blvd., Lake Hopatcong, New Jersey 07849 (Office of the Owner)	9-19-75
ABFS	Arkansas-Best Freight System, Inc., 301 South 11th Street, Fort Smith, Arkansas 72901 (Office of the Director of Transportation)	4-29-75
ARCC	Arrow Carrier Corporation, 160 Route 17, Rochelle Park, New Jersey 07662 (Office of the Exec. Vice President)	9-3-75
ARTI	Arrow Transportation Co., Inc., 167 Perry Street, New York, New York 10014 (Office of the Asst. to President)	8-28-75
	Asbury Graphite Mills, Inc., The, Main Street, Asbury, New Jersey 08802 (Office of the Traffic Manager)	3-7-74
ATIT	Associated Transport (Managed by Eastern Freightways, Inc.), P. O. Box 23, Carlstadt, New Jersey 07072 (Office of the Secretary)	9-3-75
AWIQ	Astro Warehouse and Distribution, Inc., 50 Sommerset Place, Clifton, New Jersey 07012 (Office of the President)	5-15-74
	Atlas Yarn Company, 53 E. 34th Street, Paterson, New Jersey 07513 (Office of the Vice President)	9-9-75
ATTK	Atomic Trucking Corp., 25 Johnston Avenue, Jersey City, New Jersey (Office of the President)	8-25-75
AUCL	Auclair Transportation, Inc., 333 March Ave., Manchester, New Hampshire 03103 (Office of the Vice President)	4-19-73
AJCQ	Avery, J., Consolidation Whse. & Distribution, Inc., 1 Main Avenue, Passaic, New Jersey 07055 (Office of the President)	8-19-75
BNTN	BN Transport Inc., 796 South Pearl Street, Galesburg, Illinois 61401 (Office of the Director, Line Haul Operations)	5-14-73
	B&M Farms & Milling Co., Inc., R. D. 1, Pottsville, Pa. 17901 (Office of the President)	12-13-74
BANP	B & P Motor Express, Inc., 720 Gross Street, Pittsburgh, Pa. 15224 (Office of the V. P. - Operations)	4-5-73
BRTI	BR Trucking Co., Inc., 490 Greenwich Street, New York, New York 10013 (Office of the President)	8-21-75
BNSI	B & S Trucking Inc., 64 Ocean Avenue, Staten Island, New York 10305 (Office of the Vice President)	8-22-75
BATT	B & T Transportation Company, 200 Frontage Road, Boston, Massachusetts 02118 (Office of the V. P. - Traffic)	6-29-73
BABI	Babb Trucking Corp., The, 97 Union Street, Brooklyn, New York 11231 (Office of the Vice President)	8-18-75
BAGT	Baggett Transportation Company, #2 South 32nd, Birmingham, Alabama 35233 (Office of the V. P. - Operations)	7-9-73
BWEQ	Bar-Mar Warehousing Co., Inc., Pier Street, Bayonne, New Jersey 07002 (Office of the President)	6-18-73
BNST	Barnes Truck Line, Inc., 506 Mayo, P.O. Box 999, Wilson, N. C. 27893 (Office of the Traffic Manager)	11-6-74
BANR	Baron Motor Carriers, Inc., 145 Blanchard Street, Newark, New Jersey 07105 (Office of the Vice-President)	5-24-73
BARY	Barry Transportation Co., Inc., P. O. Box 147, Rutherford, New Jersey 07070 (Office of the Secretary Treasurer)	8-12-75
BTRP	Bass Transportation Co., Inc., P. O. Box 391 - Old Croton Rd., Flemington, New Jersey 08822 (Office of the President)	8-26-75
BAST	Bast, D. F., Inc., 1425 N. Maxwell Street, P. O. Box 2288, Allentown, Pa. 18001 (Office of the President)	8-1-73
BLMF	Bee Line Motor Freight, Inc., 1804 Paul Street, Omaha, Nebraska 68102 (Office of the Vice Pres. - Gen. Mgr.)	3-30-73

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	MOTOR CARRIER SUBSCRIBERS	
BNEO	Benedetto Trucking Company, Inc., 1345 Dumont Ave., Brookly, N. Y. 11208 (Office of the President)	8-15-75
BEJO	Ben-Jo General Trucking Corp., 722 Lorimer Street, Brooklyn, New York 11211 (Office of the President)	8-15-75
BDEI	Bergen Delivery Service, 125 So. Van Brunt Street, Englewood, New Jersey 07631 (Office of the President)	7-18-74
BXPI	Berlin Express Inc., 645 Spring Street, Elizabeth, New Jersey 07207 (Office of the President)	8-27-75
	Best Brands, Inc., 5700 East 39th Avenue, Denver, Colorado 80207 (Office of the President)	1-4-74
BYXP	Bestway Express, P. O. Box 77, Columbia, South Carolina 29202 Office of the President)	6-10-74
BWPQ	Bestway Transport, Inc., P. O. Box M-A, Hoboken, New Jersey 07030 (Office of the President)	3-15-74
BGRC	Big Red Chief Inc., 102 Third Street, Brooklyn, New York 11231 (Office of the President)	5-10-73
BLKY	Bilkays Express Co., 830 Old Corlies Ave., Neptune, New Jersey 07753 (Office of the Sales Manager)	5-22-73
BCXP	Blue Comet Express, Inc., 1901 Torresdale Avenue, Philadelphia, Pa. 19124 (Office of the President)	9-2-75
BLGR	Blue & Gray Transportation Co., Inc., 1111 Commerce Road, Richmond, Virginia 23224 (Office of the Traffic Manager)	4-16-73
	Bogatin, Philip F., Inc., 2011 Walnut Street, Philadelphia, Pa. 19103 (Office of the President)	8-13-75
BBOQ	Bond Brothers Trucking & Rigging Inc., 214 Middlesex Street, Harrison, New Jersey 07029 (Office of the President)	8-1▶75
BOSS	Boss-Linco Lines, Inc., 1 West Genesee Street, Buffalo, New York 14240 (Office of the V. P. of Maintenance & Terminals)	3-14-74
	Bothen Corporation, 2607 River Road, Riverton, New Jersey 08007 (Office of the President)	2-11-74
BOWR	Bower Trucking & Warehouse Co., 1101 W. 11th St., Vancouver, Wash. 98660 (Office of the Vice President)	4-16-73
BWLI	Bowling Green Storage & Van Co., 80 Herrmann Place, Yonkers, N. Y. 10710 (Office of the President)	8-14-75
BOWM	Bowman Transportation, Inc., 1500 Cedar Grove Road, Conley, Georgia 30316 (Office of the Manager - Equipment Control)	7-5-73
BWMT	Bowman Trucking Co., Inc., P. O. Box 6, Stephens City, Virginia 22655 (Office of the President)	10-30-73
BRME	Branch Motor Express, 114 Fifth Avenue, New York, New York 10011 (Office of the General Traffic Manager)	4-10-73
BRIG	Briggs Transportation Co., 2360 West County Road "C", St. Paul, Minnesota 55113 (Office of the President)	4-11-73
BRON	Bronaugh Motor Express, Inc., 1025 Nandino Blvd., Lexington, Ky. 40511 (Office of the President)	8-30-73
BUAN	Buanno Transportation Co., Inc., RD#1, Port Johnson, New York 12070 (Office of the Office Manager)	5-18-73
	Bunero's Trucking, 9526 Railroad Avenue, North Bergen, New Jersey 07047 (Office of the Owner)	9-6-75
BBRD	Burkam Brothers, Inc., 385 Route #22, Hillside, New Jersey 07205 (Office of the President)	9-9-75
BURX	Burlington Industries, Inc., 3440 Paterson Plank Road, North Bergen, New Jersey 07047 (Office of the Asst. Terminal Manager)	9-22-75
BUPQ	Burrell's Express, 852 McGrath Highway, Somerville, Mass. 02145 (Office of the President)	2-6-74
BXTI	Byrnes Express & Trucking Co. Inc., 33 Franklin Avenue, New York, New York 11205 (Office of the President)	9-8-75
BYRN	Byrns Motor Express (Division Ryder Truck Lines, Inc.), P. O. Box 22, Syracuse, N. Y. 13057 (Office of the President)	8-1-73
CBLT	C.B.L. Truck Leasing, Inc., P. O. Box 8, Delanco, New Jersey 08075 (Office of the Vice President)	8-11-75

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ALPHA CODE	NAME AND ADDRESS OF SUBSCRIBERS	AGREEMENT EXECUTED
	MOTOR CARRIER SUBSCRIBERS	
CMRT	CMR Transportation, Inc., P. O. Box 267, Bound Brook, New Jersey 08805 (Office of the President)	5-31-73
CMTN	CMT Food Carrier, Inc., 1120 Linden Ave. E., Linden, New Jersey 07036 (Office of the President)	9-9-75
CWMT	CW Transport, Inc., 7300 W. 71st Street, Bridgeview, Illinois 60455 (Office of the Dir. of Trailer Interchange)	4-2-73
CFTS	Calore Freight System, Inc., 275 Pine Street, Seekonk, Mass. (Office of the President)	8-28-75
CALA	California Cartage Company, Inc., 20021 Susana Road, Compton, Calif. 90221 (Office of the President)	5-20-75
	Cambridge Iron & Metal Co., Inc., 2030 Aliceanna St., Baltimore, Md. 21231 (Office of the Vice President)	2-18-74
CAPM	Cap Motor Lines, Inc., 70-01-67th Place, Glendale, New York 11227, (Office of the Secretary)	7-2-73
	Capone, Albert Trucking, Inc., 233 India Street, Brooklyn, New York 11222 (Office of the President)	
	Capriglione, Joseph, Inc., 304 Reindel Place, Roselle Park, New Jersey 07204 (Office of the President)	9-23-75
CARP	Carpenter's Motor Freight, Inc., 710 South Madison Street, Wilmington, Del. 19801 (Office of the V.P.-Gen. Mgr.)	8-25-75
CFLS	Carstensen Freight Lines, Inc., Highway 30 West, (P. O. Box 878) Clinton, Iowa 52732 (Office of the Exec. Vice President)	4-10-73
CASR	Casco Services, Inc., 91 Bay Avenue, Newark, New Jersey 07105 (Office of the President)	9-11-75
CTKC	Cassways Trucking Corporation, 643 South Avenue, Garwood, New Jersey 07027 (Office of the Traffic Manager)	8-15-75
CSAT	Central Storage & Transfer Co. of Harrisburg, 3500 Industrial Rd., Harrisburg, Pa., 17105 (Office of the Vice President)	7-20-73
	Champion Spark Plug Company, P. O. Box 910, Toledo, Ohio 43661 (Office of the Vice President & Treasurer)	5-7-74
	Chanice & Chanice Transportation Inc., 854 Liberty Avenue, Brooklyn, New York 11208 (Office of the Secretary)	8-29-75
CHEK	Checker Express Company, 6801 South 13th, Milwaukee, Wisconsin 53221 (Office of the V. P. - Operations)	4-10-73
	Chelsea Warehouse Inc., 3243 Broadway, New York, New York 10027 (Office of the Manager)	9-25-75
CKCF	Chicago Kansas City Freight Line Inc., 106 West 14th Street, Suite 1200, Kansas City, Mo. 64105 (Office of the V.P.)	3-29-73
CHMI	Chimento, P., Co. Inc., 49-40 Maspeth Avenue, Maspeth, New York 11378 (Office of the Vice President-Controller)	8-18-75
CHIP	Chippewa Motor Freight, Inc., 2645 Harlem Avenue, Eau Claire, Wisconsin 54701 (Office of the Dir. of Traffic)	4-10-73
	Chester Packing Corp., 42 Brookside Avenue, Chester, New York 10918 (Office of the Vice President)	9-5-75
COFI	Cioffi Transfer, P. O. Box 623, East Brunswick, New Jersey 08816 (Office of the President)	8-21-75
CGTC	Cleveland General Transport, Inc., 1 Van Street, Staten Island, New York 10310 (Office of the Traffic Manager)	9-8-75
CLIH	Cline, Harold G., Inc., Harding Highway & DuPont Road, Penns Grove, New Jersey 08069 (Office of the President)	8-20-75
CLCI	Clinton Cartage Inc., 1500 Hudson Street, Hoboken, New Jersey 07030 (Office of the President & Secretary)	9-16-75
	Clipper Worldwide Distributors Co., Inc., 531 West 21st Street, New York, New York 10011 (Office of the President)	9-22-75
COFW	Coastal Freightways, 86 Joy Street, Somerville, Massachusetts (Office of the Manager)	9-8-75
CBTO	Cober Transfer Corp., 91 E. Peddie Street, Newark, New Jersey 07114 (Office of the Secretary)	9-18-75
	Colonial Metals Co., 217 Linden Street, Columbia, Pennsylvania 17512 (Office of the Exec. Vice President)	8-19-75
	Central Transfer Company, 1080 Springfield Road, Union, New Jersey 07083 (Office of the President)	10-2-75

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	MOTOR CARRIER SUBSCRIBERS	
CNSP	Colonial Storage Company, 6025 Kansas Avenue, N. W., Washington, D. C. 20011 (Office of the Vice President & Secretary)	2-8-74
CCCC	Colorado Cartage Company, Inc., 5275 Quebec Street, Denver, Colorado 80222 (Office of the President)	4-2-73
COMO	Commerce Consultants Corp., 850 Charles Street, Gloucester City, New Jersey 08030 (Office of the President)	3-20-74
CWAQ	Commonwealth Warehouse & Trucking, Inc., 16th & Coles Street, Jersey City, New Jersey 07302 (Office of the President)	7-16-73
CFWY	Consolidated Freightways Corporation of Delaware, 175 Linfield Drive, Menlo Park, Calif. 94025 (Office of the Vice President Transportation)	4-11-73
CDSR	Container Distribution Service, Inc., 49-40 New Maspeth Ave., Maspeth, New York 11378 (Office of the Vice President - Controller)	2-13-74
CNTI	Contrans Inc., 20 Burma Road, Jersey City, New Jersey (Office of the Manager)	9-5-75
CJTI	Cook, John, Trucking Co., Inc., 140 Peter Street, Union City, New Jersey 07087 (Office of the President)	9-9-75
COOP	Cooper-Jarrett, Inc., 23 Essex Avenue South, Orange, New Jersey 07051 (Office of the V. P. - Sales & Marketing)	8-8-74
COSM	Cossitt Motor Express, Inc., 63 West Kendrick Avenue, Hamilton, New York 13346 (Office of the Vice President)	4-2-73
CSRI	Courier Services, Inc., 34 Providence Street, Newark, New Jersey 07105 (Office of the Vice President)	8-22-75
CJMQ	Cousins, J. M., Company, Inc., P. O. Box 787, Mansfield, Ohio 44901 (Office of the President)	8-22-75
	Cousins Metal Industries, Inc., 1800 Access Road, Oceanside, New York 11572 (Office of the Vice President)	8-12-75
CRES	Crescent Motor Line, 7153 Lone Oak Road, Spartanburg, South Carolina 29302 (Office of the President)	6-5-73
CROL	Crolle Trucking Inc., 87 Dale Road, Wanaque, New Jersey 07465 (Office of the President)	8-15-75
	Curatola Bros. Trucking, Inc., 180 Atlantic Avenue, Garden City Park, New York 11040 (Office of the Secretary Treasurer)	9-10-75
CURR	Currier's Express, Inc., #30 Lowell Junction Rd., Andover, Mass. 01810 (Office of the President)	7-31-73
CUCC	Custom Cartage Company, 345 Hudson Street, New York, New York 10014 (Office of the Vice President)	9-5-75
DHLQ	Dahill Cartage Co., Inc., P. O. Box 59, Old Bethpage, New York 11804 (Office of the Vice President)	8-25-75
DAIC	Daily Express, Inc., 1076 Harrisburg Pike, Box 39, Carlisle, Pa. 17013 (Office of the Vice President - Operations)	5-19-75
DLTI	Dalbo Trucking Co. Inc., 13 Varick Street, Brooklyn, New York 11222 (Office of the Treasurer)	8-30-75
DART	Dart Transit Company, 780 North Prior, St. Paul, Minnesota 55104 (Office of the Vice President)	1-14-75
DAVT	The Davidson Transfer & Storage Co., P. O. Box 58, Baltimore, Md. 21203 (Office of the V. P. - Operations)	4-30-73
DVTQ	Davidson Trucking Company, 7 Union Street, Malden, Mass. 02148 (Office of the Owner)	6-21-73
DEXC	DeFedericis Co., Inc., 371 Schuyler Avenue, Kearny, New Jersey 07032 (Office of the President)	8-15-75
DEAT	Deaton, Inc., P. O. Box 938, Birmingham, Alabama 35201, (Office of the Vice President - Operations)	7-23-73
	Diamond Truck Leasing Corp., 190 Copiague Place, Copiague, New York 11726 (Office of the Vice President)	9-22-75
	Disco International Div., DiMattina Supply Co., Inc., P. O. Box H, Staten Island, New York 10303 (Office of the President)	9-16-75
	Domestic Sales Corp., 2320 Industrial Parkway, Elkhart, Indiana 46514 (Office of the Operations Manager)	7-25-74
DFFI	Donna Freight Forwarders, Inc., 8 No. 8th Street, Brooklyn, New York 11211 (Office of the President)	9-3-75

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	MOTOR CARRIER SUBSCRIBERS	
DORN	Dorn's Transportation Inc., Railroad Avenue Extension, Albany, N. Y. 12205 (Office of the Line Haul Manager)	6-28-73
DJTI	Dover Transfer, Inc., 159 21st Street, Brooklyn, New York 11232 (Office of the President)	9-9-75
DWNS	Downs Brothers Hauling, Inc., 3351-57 Tulip Street, Philadelphia, Pa. 19134 (Office of the President)	2-8-74
DRKE	Drake Motor Lines, Inc., 20 Olney Ave., Cherry Hill, New Jersey 08002 (Office of the Vice President)	6-30-73
DUGC	Duggan, J. C., Inc., 111 58th St., Brooklyn, New York 11220 (Office of the Vice President)	7-17-73
DMEP	Dunmyre Motor Express, Inc., P. O. Box 289, R. D. 1, Chicora, Pa., 16025 (Office of the President)	7-9-73
	E & A Trucking, Eli Avosso Trucking Co. Corp., 7506 Avenue X, Brooklyn, New York 11234 (Office of the President)	9-25-75
ENJQ	E & J Trucking Co., P. O. Box 84, Bound Brook, New Jersey 08805 (Office of the Owner)	8-25-75
EARE	Earle's Moving & Storage Co., Inc., P. O. Box 789, Annapolis, Md. 21404 (Office of the President)	8-10-73
	Eastland Wollen Mills, Inc., Main Street, Corinna, Maine 04928 (Office of the President)	8-12-75
ETMP	East Texas Motor Freight Lines, Inc., 2355 Stemmons Freeway, Dallas, Texas 75207 (Office of the Senior Vice President)	4-30-73
EETH	Eastern Express, Inc., 1450 Wabash Avenue, Terre Haute, Indiana 47808 (Office of the Vice President - Operations)	4-11-73
EFWS	Eastern Freightways, Inc., P. O. Box 23, Carlstadt, New Jersey 07072 (Office of the Secretary)	9-3-75
EAML	Eastern Motor Lines, Inc., Sigsbee Road, P. O. Box 2686, Spartanburg, S. C. 29302 (Office of the Exec. V. P. & Secretary)	3-29-73
EAZR	Eazor Express, Inc., Eazor Square, Pittsburgh, Pennsylvania 15201 (Office of the Traffic Manager)	4-2-73
ECKL	Ecklar-Moore Express, Inc., 147 S. Forbes Road, Lexington, Kentucky 40505 (Office of the V. P. - Traffic)	4-2-73
ELKC	Elk Transportation Co. Inc., 916 Grand Street, Brooklyn, New York 11211 (Office of the President)	9-25-75
ELAJ	Elliott, A. J., Motor Trans., Inc., 295 West First Street, Boston, Mass. 021127 (Office of the President)	7-16-73
ELMC	Ellis Motor Lines, Inc., P. O. Box 906--412 Oak Avenue, Torrington, Conn. 06790 (Office of the President-Treasurer)	5-30-73
ELXP	Elway Express, Inc., P. O. Box 328, Fort Wayne, Indiana 46801 (Office of the President)	5-24-73
EMTQ	Emral Trucking Corp., 8 Baker Lane, Levittown, New York 11756 (Office of the President)	9-25-75
ETCQ	Engels Trucking Corporation, 541 Kent Avenue, Brooklyn, New York 11211, (Office of the President)	8-22-73
EEAT	Enterprise Distribution, Inc., 50 Enterprise Avenue, Secaucus, New Jersey 07094 (Office of the President)	6-10-74
EPES	Epes Transport System, Inc., P. O. Box 4038 - 2403 Commerce Rd., Richmond, Virginia 23224 (Office of the Traffic Manager)	4-11-73
ERDB	Erdner Bros., Inc., Fow & Leahy Avenues, Swedesboro, New Jersey 08085 (Office of the President)	5-24-73
EVRT	Everett Express, Inc., 3201 South Military Highway, Chesapeake, Virginia 23323 (Office of the President)	7-31-74
FBYQ	F.B.Y. Haulage Corp., 4500 - 2nd Avenue, Brooklyn, New York 11232 (Office of the President)	9-17-75
FCJI	F.C.J. Trucking Co., Inc., 127 Bedford Avenue, Brooklyn, New York 11211 (Office of the Vice President)	8-27-75
FJBQ	F.J.B. Trucking Corp., 53 Park Place, New York, New York 10007 (Office of the President)	9-10-75
FALK	Falk Transportation Co., Inc., 10 Ewing Avenue, Spring Valley, New York 10977 (Office of the Traffic Manager)	9-3-75

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	MOTOR CARRIER SUBSCRIBERS	
FAFF	Falwell Fast Freight, Inc., P. O. Box 937, Lynchburg, Va. 24505 (Office of the Secretary & Treasurer)	5-2-73
FBPE	Farruggio's Bristol & Philadelphia Auto Express, Inc., 1419 Radcliffe St., Bristol, Pa., 19007 (Office of the President)	7-30-73
FPCQ	Fastpac Transportation Co., 3445 Paterson Plank Road, North Bergen, New Jersey 07047 (Office of the President)	8-20-75
FDRQ	Federation Trucking Corporation, 1101 Prospect Ave., Brooklyn, N. Y. 11218 (Office of the President)	8-21-73
	Feibus-Gordon of Charlotte, Inc., North-South Road, Scranton, Pa. 18501 (Office of the Vice President)	8-21-75
	Feibus-Gordon of Scranton, Inc., North-South Road, Scranton, Pa. 18501 (Office of the Vice President)	8-21-75
FELD	Feldman's Express Inc., 25 Proctor Street, Roxbury, Mass. 02119 (Office of the President)	3-18-74
FVRO	Ferrara Bros., 525 W. 24th Street, New York, New York 10011 (Office of the Partner)	9-9-75
FERY	Ferraro, Frank, Trucking Co., Inc., 600 Market Street, Elmwood Park, New Jersey 07407 (Office of the President)	8-15-75
FEUR	Feuer Transportation Inc., Federal & Knowles Streets, Yonkers, New York 10702 (Office of the Vice President - Traffic)	8-26-75
FNCI	Finocchiaro, Inc., 848 S. Swanson Street, Philadelphia, Pa. 19147 (Office of the President)	9-9-75
FJTQ	Fiorillo, Joseph, Trucking Corp., 1081 Ogden Avenue, Bronx, New York 10452 (Office of the Secretary Treasurer)	9-15-75
FIOT	Fiorot Trucking, Inc., West Main Street, Pen Argyl, Pa. 18072 (Office of the Treasurer)	9-22-75
FKTI	Fischkelta Trucking, Inc., P. O. Box 567, Ridgefield, New Jersey 07657 (Office of the President)	8-29-75
FISR	Fisher & Brother, Inc., 201 East 23rd Street, New York, New York 10010 (Office of the Vice President)	4-26-74
	Fleming, J. Clint, Inc., P. O. Box 1002, Danville, Virginia 24541 (Office of the President)	
FRDS	Ford's Express & Transfer Co., Inc., 309 Milburn Avenue, Lyndhurst, New Jersey 07071 (Office of the Secretary)	9-11-75
FHRQ	Fort Haulage & Rental Company, 3211 Georgetown Rd., Box 6336, Baltimore, Md. 21230 (Office of the President)	10-31-73
FOWR	Fowler & Williams, Inc., 1300 Meylert Avenue, Scranton, Penna. 18501 (Office of the Vice President)	5-21-73
FXGN	Fox & Ginn, Inc., 207 Perry Road, Bangor, Maine 04401 (Office of the Vice President)	7-26-73
FRME	Frame's Morrison & Ryan, Inc., 1233 Wright's Lane, West Chester, Pennsylvania 19380 (Office of the Sec. Treas.)	4-2-73
	Frank's Parcel Service, Inc., Foot of Babcock Place, P. O. Box 491 Main Station, Yonkers, N. Y. 10702 (Office of the Vice President)	8-19-74
FRAT	Frank's Trucking Corp., 316 S. 6th Avenue, La Grange, Ill. 60525 (Office of the General Manager)	7-12-73
FRDZ	Fred's Delivery Service, 332 Eastern Parkway, Irvington, N. J. 07111 (Office of the Owner)	8-15-73
FRDM	Freedman Motor Service, Inc., P. O. Box 280, Edison, New Jersey 08817 (Office of the President)	9-5-75
FREA	Freeport Transport, Inc., 1200 Butler Road, Freeport, Pennsylvania 16229 (Office of the Vice President)	7-9-73
FRIG	Frigid Express Inc., 396 Henderson Street, Jersey City, New Jersey 07302 (Office of the President)	10-2-75
FROE	Froehlich Transportation Co., Inc., Federal Road, Danbury, Conn. 06810 (Office of the President)	8-12-75
FRYT	Fry Trucking Company, P. O. Box 4, Millville, West Virginia 25432 (Office of the President)	9-19-73
FULT	Fuller Transportation, Inc., 1200 Shull Street, West Columbia, S. C. 29169 (Office of the President)	6-20-73
	Flynn, P. J., Inc., 1000 Coolidge Street, South Plainfield, New Jersey 07080 (Office of the President)	9-15-75

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FUNK	Funk's Hauling Service, Inc., 2750 Grant Avenue, Philadelphia, Pa. 19114 (Office of the Secretary)	5-23-73
GBLR	Gabler, H. C., Inc., Box 220, Chambersburg, Pennsylvania 17201, (Office of the Vice President)	6-7-73
GAMA	Gamache Trucking Co., Inc., Box #612, Bates Street, Fall River, Mass. 02722 (Office of the Vice President)	8-18-75
GFAL	Garafalo & Sons, Inc., 142-21st Street, Brooklyn, New York 11232 (Office of the Secretary - Treasurer)	9-8-75
GARE	Gardiner's Express, Moss Mill Road, Hammonton, New Jersey 08037 (Office of the Vice President and Secretary)	5-18-73
GMFB	Garrison Motor Freight, Inc., Garrison Place (Box 969) Harrison, Arkansas 72601 (Office of the President)	4-5-73
GATC	Gateway Transportation Co., Inc., 455 Park Plaza Drive, LaCrosse, Wisconsin 54601 (Office of the Supv. Trailer Interchange)	5-11-73
GTNQ	Gatien Transport Inc., P. O. Box 326, Lacolle, Quebec, Canada (Office of the Secretary - Treasurer)	8-15-75
	George O. Trucking, 597 Degraw Street, Brooklyn, New York 11217 (Office of the President)	8-25-75
GJOQ	Georgiana, Joseph, Trucking Co., 26 Lafayette Avenue, Somerset, New Jersey 08873 (Office of the Owner)	8-20-75
GTPO	Geronimo Transportation Systems, Inc., Bldg. #45 - Bush Terminal, Brooklyn New York 11232 (Office of the Vice President)	8-25-75
GTKO	Gesell Trucking Corp., 167-16 - 147 Avenue, Jamaica, New York 11434 (Office of the President)	9-11-75
GNRQ	Glenery, Inc., 173 Hickory Street, Kearny, New Jersey 07032, (Office of the President)	8-14-75
	Gordon, Samuel & Sons, Inc., 333 Third Street, Chelsea, Mass. 02150 (Office of the President)	2-20-74
GORD	Gordons Transports, Inc., 185 West McLemore Ave., Memphis, Tenn. 38101 (Office of the President)	7-25-73
GJHQ	Great Jones Hauling Corp., 34 East 4th Street, New York, New York 10003 (Office of the Secretary)	8-15-75
GOFQ	Groff, C., Cartage, 3721 President Street, Philadelphia, Penna. 19114 (Office of the President)	2-14-74
GROM	Grondin Transport, Inc., St. Frederic, Beauce, Quebec, Canada (Office of the President)	7-25-73
GSTO	Gross Transportation Corp., 480 Van Brunt Street, Brooklyn, New York 11231 (Office of the President)	9-2-75
HMGQ	H & M General Trucking Corp., 501 New County Road, Secaucus, New Jersey 07094 (Office of the General Manager)	9-17-75
HNSI	Haddad & Sons, Inc., 246 Fifth Avenue, New York, New York 10001 (Office of the Vice President)	8-19-75
HFTQ	Haffner, Frank, Trucking Company, 208 Walnut Street, Lynbrook, New York 11563 (Office of the Owner)	9-4-75
HFMF	Hall's Fast Motor Freight, Inc., 330 Oak Tree Avenue, Plainfield, New Jersey 07080 (Office of the President)	9-16-75
HAML	Hamilton Motor Lines, Inc., 55 Central Drive, Farmingdale, New York 11735 (Office of the President)	4-15-74
HAXP	Harder's Express, Inc., Route 9-H, Claverack, New York 12513 (Office of the President)	7-2-73
PEMV	Haulmark Transfer, Inc., P. O. Box 343, Cockeysville, Maryland 21030 (Office of the President)	1-17-75
HKCT	Hawk of Connecticut, Inc., 137 Harvard Avenue, Stamford, Conn. 06902 (Office of the President)	11-7-73
HEXP	Highway Express Co., 280 Eastern Ave., Chelsea, Mass. 02150 (Office of the Asst. Tfc. Mgr.)	4-11-73
HWFT	Highway Freight, Inc., 147 Corbin Street, Newark, New Jersey 07114 (Office of the President)	6-11-73
HMIE	Hmieleski Trucking Corp., 108 New Era Drive, South Plainfield, N. J. 07080 (Office of the Vice President)	7-18-73

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ALPHA CODE	NAME AND ADDRESS OF SUBSCRIBERS	AGREEMENT EXECUTED
	MOTOR CARRIER SUBSCRIBERS	
	Holland Manufacturing Company, 15 Main Street, Succasunna, New Jersey 07876 (Office of the Controller)	4-22-74
HMEE	Horn's Motor Express, Inc., 2020 Lincoln Way East, Chambersburg, Pa. 17201 (Office of the Vice President-Traffic)	9-10-73
HOUF	Houff Transfer, Inc., P. O. Box 91, Weyers Cave, Virginia 24486 (Office of the Genral Traffic Manager)	3-25-74
HOXP	Howard's Express, Inc., P. O. Box 72, Geneva, New York 14456 (Office of the Vice President)	4-19-73
HUDB	Hudson Bergen Trucking Co., 200 Central Ave., Teterboro, N. J. 07608 (Office of the Treasurer)	7-30-73
	Hunt, Philip A., Chemical Corp., Roosevelt Blvd., Palisades Park, New Jersey 07650 (Office of the Vice President, Manufacturing)	9-5-75
HEJQ	Hutter, E. J., Trucking Corp., P. O. Box 84, Bound Brook, New Jersey 08805 (Office of the President)	8-25-75
IMLF	IML Freight, Inc., 2175 South 3270 West, Salt Lake City, Utah 84119 (Office of the Executive Vice President - Operations)	6-26-73
ITSQ	Ideal Trucking Service Corporation, 15 Brook Street, Jersey City, N. J. 07302 (Office of the President)	8-14-75
ICXS	Illinois-California Express, Inc., 510 E. 51st Avenue, Denver, Colorado 80216 (Office of the Vice President - Operations)	4-9-73
ICCI	Imperial Cartage Co. Inc., P. O. Box 352, Jersey City, New Jersey 07303 (Office of the Secretary)	9-8-75
INDT	Industrial Trucking Co., Summitt Terminals, Peabody, Massachusetts 01960 (Office of the Owner)	7-1-74
INSL	P. Ingersoll, Inc., 605 N. American, Philadelphia, Penna. 19123 (Office of the Secretary - Treasurer)	5-19-73
INFR	Inland Freightways, Inc., Foot of John Hay Avenue, Kearny, New Jersey 07032 (Office of the Vice President & Secretary Treasurer)	9-15-75
INTE	Interboro Trucking Company, Inc., Jackson Ave., P. O. Box 569, Metuchen, N. J. 08840 (Office of the Vice President)	8-1-73
ICTC	Intercity Transportation Company, 600 Turnpike, South Easton, Mass. 02375 (Office of the President)	6-11-73
	Intermodal Services, Inc., 67 Broad Street, New York, New York 10004 (Office of the President)	
IPTQ	Interport Trucking Corp., 1430 Harrison Avenue, Kearny, New Jersey 07032 (Office of the Manager)	8-12-75
	Iodice, Ralph Transfer, Inc., 762 East 234th Street, Bronx, New York 10466 (Office of the President)	
JDJI	JDJ Expedited Services, Inc., 127 Broad Avenue, Fairview, New Jersey 07022 (Office of the President)	9-18-75
	J & J Metals, Inc., 489-495 Prelinghuysen Avenue, Newark, New Jersey 07114 (Office of the President)	8-14-75
JLPQ	J.L.P. Express Inc., 31 Haller Dr. - P. O. Box 245, Cedar Grove, New Jersey 07009 (Office of the President)	8-16-75
JSTS	J & S Trucking Service Inc., 309 W. Elizabeth Avenue, Linden, New Jersey 07036 (Office of the Secretary - Treasurer)	8-21-75
JTRT	J.T.R. Trucking Co., Inc., 489 Washington Street, New York, New York 10013 (Office of the President)	8-11-75
JCOL	Jack Cole-Dixie Highway Company, 2625 Territorial Road, St. Paul, Minn. 55114 (Office of the Traffic Manager)	7-16-73
JANT	Jan Transport, Inc., E. 132nd St. & St. Anns Ave., Bronx, New York 10454 (Office of the President)	4-25-73
JAYN	Jayne's Motor Freight, Inc., 860 North Avenue, Elizabeth, New Jersey 07201 (Office of the President)	9-10-75
	Jeffco Fibres, Inc., 2 Rhodes Street, Millbury, Mass. 01527 (Office of the Clerk)	7-9-73
	Jersets Leasing Company, 33 Predmore Avenue, Colonia, New Jersey 07067 (Office of the President)	8-25-75
JROQ	Jersey Overnight Express Inc., 16 Eastside Avenue, Edison, New Jersey 08817 (Office of the Vice President)	8-13-75

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	MOTOR CARRIER SUBSCRIBERS	
JMLS	Johnson Motor Lines, Inc., 2426 North Graham Street, Charlotte, North Carolina 28201 (Office of the Exec. Vice President)	4-6-73
JJTI	Johnson, J., Trucking, 30 Oak Street, Bayonne, New Jersey 07002 (Office of the President)	8-11-75
JTWC	D. D. Jones Transfer & Warehouse Co., Inc., 630 - 22nd St., Chesapeake, Virginia 23324 (Office of the Vice President)	5-24-74
JUEQ	Julian's Enterprises, Route 9, South Amboy, New Jersey 08879 (Office of the Owner)	9-17-75
JRIQ	Junior Industries, Inc., 71 Brighton Court, Brooklyn, New York 11235 (Office of the Secretary Treasurer)	9-15-75
KSXQ	K & S Express, 45 Ranick Road, Hauppauge, New York 11787 (Office of the President)	9-11-75
KEHQ	Kelly, Henry, Truck Service, 595 Madison Ave., New York, New York 10022 (Office of the President)	7-3-73
KENT	Kent Freight Lines, Inc., RD 3, Aberdeen, Maryland 21001 (Office of the Secretary)	8-16-73
KRTO	Kerri Trucking, Inc., 162 Closter Dock Road, Closter, New Jersey 07624 (Office of the Vice President)	9-16-75
KVTI	Kirvin Trucking Co., Inc., 95-06 - 157th Avenue, Howard Beach, New York 11414 (Office of the Secretary - Treasurer)	9-5-75
KIXP	Kitchell Express, Inc., 144 Parsippany Rd., Whippany, N. J. 07981 (Office of the President)	5-9-73
KEXS	Kowalsky's Express Service, 2235 West Main Street, Millville, N. J. 08332 (Office of the Vice President - Traffic)	7-26-73
KRAM	Kramer Trucking Co., Inc., 275 Trumbull Street, Elizabeth, New Jersey 07206 (Office of the President)	8-14-75
LVTC	L & V Trucking Co., 210 Route 46, Saddle Brook, New Jersey 07662 (Office of the Secr.- Treas.)	7-27-73
	La Barge Mirrors, Inc., 875 Brooks, Holland, Michigan 49423 (Office of the Vice President)	9-10-73
LHTC	Laurel Hill Trucking Company, 614 New County Road, Secaucus, New Jersey 07094 (Office of the President)	9-3-75
LEIH	Leighton Trans, Inc., 172 Franklin Turnpike, Mahwah, New Jersey 074[illegible] (Office of the President)	8-26-75
LMTI	Lew-Mill Trucking Co., Inc., 121 Hunter Ridge Road No., Massapequa, New York 11758 (Office of the President)	8-8-75
LMES	Liberty-Middletown Express, Inc., 196 Sprague Avenue, Liberty, New York 12754 (Office of the Owner)	6-6-74
LITC	Liberty Trucking Co., 5000 W. 39th Street, Chicago, Illinois 60650 (Office of the Vice President)	10-16-73
LIME	Lime City Trucking Company, Inc., 1455-65 Swan Street, Huntington, Indiana 46750 (Office of the Vice President)	3-28-73
LALQ	Lincoln Automotive Leasing Corp., 1080 Westside Avenue, Jersey City, New Jersey 070306 (Office of the President)	9-17-75
LIMF	Linden Motor Freight Company, Inc., 1300 Lower Road, Linden, New Jersey 07036 (Office of the Assistant Secretary)	9-16-75
LBMF	Lo Biondo Bros. Motor Express, Inc., P. O. Box 160, Bridgeton, New Jersey 08302 (Office of the Traffic Manager)	8-25-75
LOMB	Lombard Bros., Inc., 233 Mill Street, Waterbury, Connecticut 06720 (Office of the V. P. & Dir. of Equipment & Maintenance)	9-23-75
LONG	Long Transportation Co., 3755 Central Ave., Detroit, Mich. 48210 (Office of the Exec. Vice President)	7-3-73
LAYM	Los Angeles Yuma Freight Lines, 800 Pacific Avenue, Yuma, Arizona 85364 (Office of the Manager)	4-9-73
LOZW	Lozowick, Herman, Trucking Co., 1551 Park Avenue South, Linden, New Jersey 07036 (Office of the President)	8-12-75
LURQ	Lurie, C. Trucking Co., Inc., 866 East 29th Street, Brooklyn, New York 11210 (Office of the President)	11-9-73
MNCI	M & C Trucking, 39 East 5th Street, Deer Park, New York 11729 (Office of the President)	9-5-75

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	MOTOR CARRIER SUBSCRIBERS	
MBAQ	M.B.A. Packing & Trucking Co. Inc., 112 8th Street, Brooklyn, New York 11215 (Office of the President)	8-15-75
MCLO	MCT Leasing Company, 608 Villa Avenue, Staten Island, New York 10302 (Office of the Owner)	9-25-75
	M. Trucking Service, Inc., 82 Walker Street, New York, New York 10013 (Office of the President)	9-19-75
MMTR	M & M Transportation Company, 186 Alewife Brook Parkway, Cambridge, Mass. 02138 (Office of the Vice President - Marketing & Traffic)	9-24-75
MTAR	Main Trucking & Rigging Co., Inc., P. O. Box 236-Wallace St., Elmwood Park, N. J. 07407 (Office of the Dispatcher)	6-21-73
MBTL	Maislin Transport Limited, 7401 Newman Blvd., LaSalle, Quebec, Canada (Office of the Vice President Operations)	5-25-73
MAIS	Maislin Transport of Delaware, Inc., 7401 Newman Blvd., LaSalle, Quebec H8N 1X4 (Office of the V.P. - Operations)	9-25-74
MAJV	Major Van Lines, Inc., 60 Jacobus Avenue, So. Kearny, New Jersey 07032 (Office of the Vice President)	9-3-75
MLBA	Malba Trucking Inc., 9-10 38th Avenue, Long Island, New York 11101 (Office of the President)	8-13-75
MKTI	Mangam-Kester Transfer Corp., 270 Van Brunt Street, Brooklyn, New York 11231 (Office of the President)	8-15-75
MJPQ	Manley, John, Produce Delivery Corp., 1350 Lafayette Avenue, Bronx, New York 10474 (Office of the President)	9-17-75
MKCQ	Mark Carriers Co. Inc., 1185 Grand Street, Brooklyn, New York 11211 (Office of the Import Manager)	9-5-75
MKYQ	Markay Trucking Co., Inc., 123 Christie Street, Newark, New Jersey 07105 (Office of the President)	8-13-75
MDTC	The Maryland Transportation Co., 1111 Frankfurst Ave., Baltimore, Md. 21225 (Office of the General Manager)	7-16-73
MEXQ	Massis Express Co., Inc., Bldg. #3 - Navy Yard, Brooklyn, New York 11205 (Office of the President & Secretary)	8-18-75
MLBQ	Maul Bros. Inc., 111 S. 15th St., Millville, New Jersey 08332 (Office of the Traffic Supervisor)	8-15-73
MAUM	Maumee Express, 43 County Road, Secaucus, New Jersey 07094 (Office of the Owner)	9-23-75
MCBQ	McCaffrey Bros., Inc., 9 Vestry Street, New York, New York 10013 (Office of the President)	8-1-73
MDPI	McCarthy, David P., Inc., 650 East 12th Street, New York, New York 10009 (Office of the President)	8-19-75
MCGV	McGovern, G. T., Trucking Co., Inc., 1000 Dean Street, Brooklyn, N. Y. 11238 (Office of the Treasurer)	6-25-73
MECA	Mecca & Son Trucking Corp., 25 Fairmount Avenue, Jersey City, New Jersey 07304 (Office of the President)	9-4-75
MMFA	Mercer Motor Freight, Inc., 411 No. Clinton Ave., Trenton, N. J. 08638 (Office of the President)	7-9-73
MXPP	Metro Export Packers, Inc., 46-50 Lispenard Street, New York, New York 10013 (Office of the President)	5-24-73
MTXS	Metro Express, Inc., 1020 Christiana Avenue, Wilmington, Del. 19801 (Office of the President)	7-23-73
MPTQ	Metropolitan Truck Transportation, Inc., 115 Jacobus Avenue, Kearny, New Jersey 07032 (Office of the President)	8-27-75
MTRK	Metropolitan Trucking, Inc., 2424 - 95th Street, North Bergen, New Jersey 07047 (Office of the Comptroller)	8-20-75
MLSM	Milestone Hauling Contractors, 4233 Leiper Street, Philadelphia, Pa. 19124 (Office of the Owner)	8-15-75
MLLI	Miller, Charles, Trucking Corp., 31-18 Starr Avenue, Long Island City, N. Y. 11101 (Office of the Vice President)	8-15-75
MMTI	Miller, Max, Trucking Co. Inc., 22-14 - 37th Avenue, Long Island City, New York 11101 (Office of the Secretary)	8-12-75
MSKI	Mirsky Trucking Corp., 90 W. Broadway, New York, New York 10007 (Office of the President)	8-19-75

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MONA	Monahan Transportation Co., Inc., 99 Colorado Ave., Warwick, R. I. 02888 (Office of the President)	8-7-73
MBCI	Monmouth Beach Cold Storage Co., Inc., 11 Riverdale Avenue, Monmouth Beach, New Jersey 07750 (Office of the Secretary)	9-12-75
MTPQ	Monmouth Transport Corp., P. O. Box 73, Rumson, New Jersey 07760 (Office of the President)	5-23-73
MOKG	Moore, K. G., Inc., 16 Progress Ave., P. O. Box #385, Nashua, N. H. 03060 (Office of the President)	7-10-73
MRSY	Morrissey, B. G., Inc., 6236 Oakley Street, Philadelphia, Pa. 19111 (Office of the Vice President)	4-1-74
MSTI	Mosaic Trucking Company, 900 U. S. #1, Avenel, New Jersey 07001 (Office of the President)	9-16-75
MOSK	Moskowitz Motor Transportation, Inc., Drawer 427, Jewett City, Conn. 06351 (Office of the President)	8-21-75
	Motorcar Parts, Inc., 2790 Saw Mill Run Blvd., Pittsburgh, Pennsylvania 15227 (Office of the Secretary-Treasurer)	11-26-73
MCGQ	Motor Cargo, 185 So. Redwood Rd., North Salt Lake City, Utah 84054 (Office of the Director of Operations)	4-5-73
MFXP	Motor Freight Express, P. O. Box 1029, York, Penna. 17405 (Office of the President)	4-9-73
MYST	Mystic Express Co., Inc., 30 Lowell Junction Rd., Andover, Mass. 01810 (Office of the President)	7-31-73
	N.C.S.I., 616 Ingram Avenue, Staten Island, New York 10314 (Office of the President)	9-8-75
NTKQ	Nabel Trucking Co., 534 - 3rd Avenue, Brooklyn, New York 11215 (Office of the President)	8-20-75
	National Casein of New Jersey, Broad Street, Riverton, New Jersey 08077 (Office of the Vice President)	2-15-73
NPKE	National Packers Express, Inc., P. O. Box 162, North Bergen, New Jersey 07047 (Office of the President)	4-2-74
NAVA	Navajo Freight Lines, Inc., 1205 S. Platte River Drive, Denver, Colorado 80223 (Office of the V.P.-Line Haul Operations)	11-6-73
NELY	Neely, Ross, Express, Inc., 1500 2nd Street, West, Birmingham, Alabama 35214 (Office of the Vice President - Traffic)	4-10-73
NEHL	Nehls, R. L., Transfer, Inc., 315 Barrington Avenue, Dundee, Illinois 60118 (Office of the Secretary)	4-12-73
NEPT	Neptune World Wide Moving, Inc., 55 Weyman Avenue, New Rochelle, New York 10805 (Office of the Vice President)	6-4-73
NEST	Nestor Bros., Inc., 612 Vestal Parkway W., Vestal, New York 13850 (Office of the President)	2-14-74
NEUF	Neufeld, Jess R., Inc., 46 Laight Street, New York, New York 10013 (Office of the President)	9-18-75
NEAF	Newberg Auto Freight, Inc., 408 West First Street, Newberg, Oregon 97132 (Office of the President)	3-29-73
NEMF	New England Motor Freight, Inc., 454 Main Avenue, Wallington, New Jersey 07057 (Office of the General Manager)	9-16-75
NJAQ	New Jersey American Warehouse Corp., 15 Linden Avenue, Jersey City, New Jersey 07305 (Office of the President)	9-10-75
NPME	New Penn Motor Express, Inc., 625 So. 5th Avenue, Lebanon, Pa. 17042 (Office of the Vice President - Operations)	9-2-75
	New Point Scrap - Aaron Battery Corp., 551 New Point Road, Elizabeth, New Jersey 07206 (Office of the Bookkeeper)	8-13-75
NYMH	New York Mid Hudson Transportation Corp., 160 Jony Drive, Carlstadt, New Jersey 07072 (Office of the Operations Manager)	9-16-75
NYNT	New York - New Jersey Transportation, Inc., Box 1002 - Brookdale Station, Bloomfield, New Jersey 07003 (Office of the President)	9-9-75
NOED	Noeding, Charles, Trucking Co., Inc., 16 Central Avenue, Tenafly, New Jersey 07670 (Office of the Exec. Vice President)	4-2-73
NOER	Noerr Motor Freight, Inc., 205 Washington Avenue, Lewistown, Penna. 17044 (Office of the President)	4-9-73

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NCTF	Normand's City Truck Freightways, Inc., 35 Southwest Cutoff, Worcester, Mass. 01604 (Office of the President Treasurer)	7-13-73
NOPT	North Penn Transfer, Inc., P. O. Box 230, Lansdale, Pennsylvania 19446 (Office of the President)	8-20-75
NYLT	Nylantic Freight Lines, Inc., P. O. Box C, Scarsdale, New York 10583 (Office of the President)	3-20-74
OKMS	O. K. Motor Service, Inc., 3400 S. Pulaski, Chicago, Illinois 60647 (Office of the Vice President)	3-30-73
ONCM	O.N.C. Freight Systems, 2800 West Bayshore Road, Palo Alto, Calif. 94303 (Office of the V. P. - Adm.)	4-9-73
ODEE	O'Donnell's Express, 5 Davis, Presque Isle, Maine 04769 (Office of the Dir. of Operations)	4-3-73
OATE	Oates Bros., Inc., 253-261 Howe Avenue, Shelton, Connecticut 06484 (Office of the President)	8-18-75
ODAQ	One (1) A Trucking Company, 88 Sheridan Street, Irvington, New Jersey 07111 (Office of the President)	5-1-74
ONFR	Oneida Motor Freight, Inc., 3 Commercial Avenue, Carlstadt, New Jersey 07072 (Office of the General Traffic Manager)	9-2-75
OOST	Oostdyk, Engle, Inc., 465 Boulevard, Elmwood Park, New Jersey 07407, (Office of the Traffic Manager)	8-18-75
OBII	Original Beer Importing & Distributing Co., Inc., 21-55 - 51st Avenue, Long Island City, New York 11101 (Office of the Import Traffic Manager)	9-8-75
OVEA	Overland Western International, Inc., 2828 Howard Street, Detroit, Mich. 48216 (Office of the V.P. Sales & Tfc.)	4-23-73
OVRE	Overland Western Limited, P. O. Box 460, Woodstock, Ontario, Canada (Office of the V. P. Sales & Traffic)	4-23-73
OVNT	Overnite Transportation Company, P.O. Box 1216, 1100 Commerce Road, Richmond, Virginia 23209 (Office of Inteeline Traffic)	3-29-73
OWEI	Owens Truckmen, Inc., 185 Concord St., Brooklyn, New York 11201 (Office of the President)	8-12-75
PQSQ	P. Q. S. Trucking Co., Inc., 19 - 23 5th Street, Brooklyn, New York 11231 (Office of the President)	4-24-74
PNTK	P & N Trucking Co., Inc., 4010 Dell Avenue, North Bergen, New Jersey 07047 (Office of the President)	8-12-75
PMTC	Pacific Motor Trucking Co., #9 Main St., San Francisco, California 94105 (Office of the President)	4-19-73
PACE	Pacelli Bros. Trans., Inc., 119 Trowel Street, Bridgeport, Connecticut 06607 (Office of the Vice President - Secretary)	8-12-75
PRTI	Par Transportation, Inc., Bldg. #131 - Marsh Street, Port Newark, New Jersey 07114 (Office of the President)	9-5-75
PRKM	Park Motor Carrier Inc., 232 Dey Street, Jersey City, New Jersey 07306 (Office of the Vice President)	9-19-75
PARA	Paramount Express of Paterson, Inc., 1 Swinburn St., Paterson, New Jersey 07503 (Office of the Vice President - Secretary)	9-9-75
PLTI	Parness, Leonard, Trucking Corp., 800 Magnolia Avenue, Elizabeth, New Jersey 07201 (Office of the President)	8-27-75
PASS	Passaic Terminal Trans. Co., Inc., 800 Bloomfield Avenue, Clifton, N.J. (Office of the Traffic Manager)	8-15-75
PTGI	Pat-Gar Freight Lines, Inc., 57 Hathaway Street, Wallington, New Jersey 07057 (Office of the President)	8-29-75
PULT	Paul's Trucking Corporation, 301 Blair Road, Woodbridge, New Jersey 07095 (Office of the Vice President)	11-16-73
PEAK	Peak Transfer Co., Inc., 57 Hathaway Street, Wallington, New Jersey 07057 (Office of the President)	8-29-75
PEOP	Peoples Express Company, 497 Raymond Blvd., Newark, New Jersey 07105 (Office of the Secretary - Treasurer)	2-25-74
PEPT	Pep Trucking Co., Inc., 386 Henderson Street, Jersey City, New Jersey 07302 (Office of the Vice President)	8-15-75
PTKS	Petel Trucking Service, Inc., 42 Laight St., New York, New York 10013 (Office of the President)	7-3-73

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	MOTOR CARRIER SUBSCRIBERS	
PNTR	Pinter Bros., Inc., Carll's Path & Lake Ave., Deer Park, N. Y. 11729 (Office of the Secretary)	7-20-73
	Plainridge Inc., 62-47 - 60th Street, Ridgewood, New York 11227 (Office of the Vice President)	8-29-75
POHL	Pohlman Express, Inc., 37 Thomas Street, Paterson, New Jersey 07503 (Office of the President)	9-2-75
	Port Clyde Packing Co. Inc., 81 North Broadway, Hicksville, New York 11802 (Office of the President)	8-12-75
PJTP	Port Jersey Transportation, Foot of E. 45th St., Bayonne, N. J. 07002 (Office of the Vice President)	7-2-73
PNYI	Port of New York Express Co., Inc., 145 Morgan Street, Jersey City, New Jersey 07302 (Office of the President)	9-4-75
PTTI	Port Terminal Transportation Inc., Mohawk & Tyler Streets, Port Newark, New Jersey 07102 (Office of the Operations Manager)	9-2-75
	Prescott Trucking Corp., 218 Oak Street, Elizabeth, New Jersey 07201 (Office of the President)	8-12-75
PRES	Preston Trucking Company, Inc., 151 Easton Blvd., Preston, Maryland 21655 (Office of the Vice President - Traffic)	5-14-73
PTSC	Putnam Transfer & Storage Company, 1502 Woodlawn Avenue, Zanesville, Ohio 43701 (Office of the President)	4-7-73
QUTL	Quinn, T. E., Truck Lines Limited, P. O. Box 401, Niagara Falls, Ontario, Canada (Office of the Interline Department)	8-1-73
RCML	R-C Motor Lines, Inc., 1450 Wabash Avenue, Terre Haute, Indiana 47808 (Office of the Exec. Vice President)	4-11-73
REXZ	REA Express, Inc., 219 East 42nd Street, New York, New York 10017 (Office of the Sr. V. P. - Operations)	4-10-73
RAEO	Raemin Trucking Co., 1120 Close Avenue, Bronx, New York 10472 (Office of the President)	8-15-75
RAIQ	Raiders Express, Inc., 6 Senate Place, Jersey City, New Jersey 07306 (Office of the President)	9-15-75
	Rainforth & Kelly, Inc., 515 West 23rd Street, New York, New York 10011 (Office of the President)	8-15-75
	Raleigh Shipping Corp., 650 West 30th Street, New York, New York 10001 (Office of the President)	8-20-75
REBO	R E Bros. Trucking Co., 238 Van Brunt Street, Brooklyn, New York 11231 (Office of the Partner)	9-10-75
RAFL	Red Arrow Freight Lines, Inc., 3901 Seguin Road, San Antonio, Texas 78297 (Office of the President)	4-5-73
REMF	Red Ball Motor Freight, Inc., 3177 Irving Blvd., Dallas, Texas 75247 (Office of the Vice President - Sales & Traffic)	9-12-73
RIXI	Regional Import & Export Trucking Co., Inc. 115 Paterson Avenue, Hoboken, New Jersey 07030 (Office of the Vice President)	8-14-75
RESH	Reisch Trucking & Transportation Co., Inc., 819 Union Avenue, Pennsauken, New Jersey 08110 (Office of the Vice President)	8-25-75
RVNQ	Reliable Van & Storage Co., 550 Division Street, Elizabeth, New Jersey 07201 (Office of the Director of Operations)	8-19-75
RCOT	Rico Transportation Co. Inc., 131 Hillside Avenue, South River, N. J. 08882 (Office of the Vice President)	8-21-75
RICC	Ricciardi, James, & Sons, Inc., 203 Fillmore Street, Staten Island, New York 10301 (Office of the Secretary - Treasurer)	8-26-75
RXCO	Richmond Express Company, 2581 Richmond Terrace, Staten Island, New York 10303 (Office of the President)	9-18-75
RGMW	Rio Grande Motor Way, Inc., 1400 West 52nd Avenue, Denver, Colorado 80221 (Office of the V. P. - Marketing)	4-2-73
RITE	Riteway Express, Inc., 285 Old Hook Road, Westwood, New Jersey 07675 (Office of the Assistant to the President)	9-17-75
RIVQ	River Transfer Corp., 23 Renwick, New York, New York 10013 (Office of the President)	6-29-73
RDCO	Roads, C., Corp., 350 Route 440, Jersey City, New Jersey 07305 (Office of the President)	8-26-75

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ALPHA CODE	NAME AND ADDRESS OF SUBSCRIBERS	AGREEMENT EXECUTED
	MOTOR CARRIER SUBSCRIBERS	
ROMT	Robbins Motor Transportation, Inc., Industrial Hwy. & Saville Ave., Eddystone, Pa. 19013 (Office of the Vice President)	7-24-73
ROMA	Romano Bros. Trucking Inc., 46-24 - 28th Street, Long Island City, New York 11101 (Office of the President)	8-28-75
	Royal, H. M., Incorporated (Ro-Bo-To, Inc.), 689-691 Pennington Ave., Trenton, New Jersey 08601 (Office of the Traffic Manager)	8-15-75
	Royal Motor Haulage, Inc., 50 Laight Street, New York, New York 10013 (Office of the President)	9-25-75
RUHL	Ruhl Transportation Co., Inc., Salem Shoppine Center - Box #34, Salem, New Jersey 08079 (Office of the Secretary - Treasurer)	9-10-75
RUJQ	Rujac Trucking Corp., 30 Hartz Way, Secaucus, New Jersey 07094 (Office of the Secretary Treasurer)	8-12-75
RUPP	Rupp-Southern Tier Freight Lines, Inc., Route 211, P. O. Box 489, Middletown, New York 10940 (Office of the Traffic Manager)	5-14-73
	Rushton Industrial Construction, Brower Rd. & Andrews Dr., West Paterson, New Jersey 07424 (Office of the Exec. Vice President & Secretary)	9-8-75
RUST	Russell Transfer, Inc., 444 Glenmore Drive, Salem, Virginia, 24153 (Office of the V.P. Traffic & Commerce)	4-5-73
RUTC	Russell Truck Company, 3421 South Malt Avenue, Los Angeles, California 90040 (Office of the Secretary)	5-19-75
RUTG	Rutgers Express Inc., 189 Townsend Street, New Brunswick, New Jersey 08901 (Office of the President)	9-10-75
SNJQ	S & J Trucking Co., Inc., Bldg. 77 Brooklyn Navy Yard, Brooklyn, New York 11205 (Office of the Vice President)	8-12-75
SFWY	Safeway Trucking Corporation, 2210 McLester Street, Elizabeth, New Jersey 07201 (Office of the Vice President & Secretary)	8-15-75
SLSN	Sal Son Trucking Co., Inc., 248 South Street, New York, New York 10002 (Office of the President)	9-17-75
SANB	Sanborn's Motor Express, Inc., 550 Forest Avenue, Portland, Maine 04101 (Office of the Gen. Traffic Manager)	4-10-73
SAND	Sandhaus, Harold M., 1295 West 71st Terrace, Kansas City, Missouri 64114 (Office of the Owner)	3-30-73
SFTT	The Santa Fe Trail Transportation Company, 433 E. Waterman, Wichita, Kansas 67202 (Office of the General Manager)	4-11-73
SCHR	Scherr Motor Freight, Inc., 2619 W. Susquehanna Ave., Philadelphia, Pa. 19121 (Office of the President)	8-16-73
	Schroth, Emil, A., Inc., Yellowbrook Road & Copper Avenue, Howell Township, New Jersey 07727 (Office of the Assistant Secretary)	9-22-75
SZTQ	Schwartz Trucking Co., 344 West Broadway, New York, New York 10013 (Office of the Owner)	8-18-75
	Scott, Jordan Trucking Corp., 878 Park Lane, North Woodmere, New York 11581 (Office of the Secretary)	9-25-75
SJTQ	Sea Jet Trucking Corp., 4201 First Ave., Brooklyn, New York 11232 (Office of the Vice President)	8-24-75
SLTI	Seal Trucking Ltd., 254-262 Jefferson Street, Newark, New Jersey 07105 (Office of the President)	9-4-75
SEAQ	Seaport Trucking Co, Inc., P. O. Box 37, Jersey City, New Jersey 07306 (Office of the President)	9-5-75
	Sealand Abbey Packing Corp., 101-123 53rd St., Brooklyn, New York 11232 (Office of the President)	8-13-75
STPO	Sea Transfer Corp., 1241 Viele Avenue, Bronx, New York 10474 (Office of the President)	9-9-75
SEWA	Seaway Motor Express, Inc., 6412 Coffeen St., Watertown, N.Y. 13601 (Office of the Secretary-Treasurer)	3-29-73
SEIG	Seigle's Express, Inc., 81 Porete Avenue, No. Arlington, New Jersey 07032 (Office of the President)	9-4-75
SJSQ	Sepenuk, J., & Sons, Inc., 21 Hyatt Avenue, Newark, New Jersey 07105 (Office of the Secretary)	8-14-75
SMFC	Serv All Motor Freight, Inc., 53 Liberty Street, Passaic, New Jersey 07055 (Office of the President)	9-17-75

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ALPHA CODE	NAME AND ADDRESS OF SUBSCRIBERS	AGREEMENT EXECUTED
	MOTOR CARRIER SUBSCRIBERS	
	Shalmer Trucking Corp., 85 Kent Avenue, Brooklyn, New York 11211 (Office of the President)	9-18-75
SHAN	Shanahan Motor Lines, Inc., 1600 South Delaware Ave., Philadelphia, Pa. 19148 (Office of the V. P. - Sales & Traffic)	6-4-73
SHAY	Shay's Service, Inc., North Main St., Dansville, New York 14437 (Office of the Secretary)	3-29-73
SCIS	Sheehan Carriers, Inc., 62 Lime Kiln Road, Suffern, New York 10901 (Office of the President)	9-3-75
SHTO	Shell Transportation Corp., 899 Meeker Avenue, Brooklyn, New York 11222 (Office of the Vice President)	9-16-75
SHID	Shippers Dispatch, Inc., 1216 West Sample Street, South Bend, Indiana 46624 (Office of the Vice President - Traffic)	4-2-73
STLI	Shippers Terminal Co., Inc., 201 - 11th Avenue, New York, New York 10001 (Office of the Controller)	9-4-75
SIEB	Siebert Trucking Co., Inc., 416 45th Street, Union City, New Jersey 07087 (Office of the President)	9-18-75
SBOQ	Siegel Bros. Trucking & Whse. Inc., 201 Dikeman Street, New York, New York 11231 (Office of the President)	8-12-75
SECG	Silver Eagle Company, 2532 S. E. Hawthorne Street, Portland, Oregon 97014 (Office of the President)	5-7-74
SUTR	Sioux Transportation Company, Inc., 1230 Steuben Street, (Box 3088) Sioux City, Iowa 51102 (Office of the Chairman of the Board - Vice President)	4-10-73
SKYW	Skyway, Inc., 75 Third Avenue, Kearny, New Jersey 07032 (Office of the President)	9-9-75
SLTQ	Slatkin Trucking Co., Inc., 29 Division St., Jersey City, N. J. 07302 (Office of the President)	7-11-73
SLME	Slutsky's Motor Express, Inc., 137 Second Street, Perth Amboy, New Jersey 08861 (Office of the President)	8-13-75
SMEC	Smith, Earl C., Inc., 1720 Dove Street, Port Huron, Michigan 48060 (Office of the Vice President)	4-9-73
STCS	Smith's Transfer Corporation, P. O. Box 1000, Staunton, Virginia 24401 (Office of Operations Department)	3-30-73
SMTP	Smith Transport (International) Limited, 1470 Don Mills Rd., Don Mills, Ontario, Canada (Office of the Director of Traffic)	8-2-73
SANS	Smith & Solomon Trucking Co., How Lane, New Brunswick, N. J. 08903 (Office of the Vice President - Traffic)	7-27-73
SBXI	Snow Ball Express, Inc., 192 Bridgetown Street, Staten Island, New York 10314 (Office of the President)	9-10-75
SNYR	Snyder, H. G., Trucking Inc., 1111 Pitfield Blvd., St. Laurent, Quebec Canada H4S 1G3 (Office of the President)	8-28-75
SEFL	Southeastern Freight Lines, P. O. Box 5887, Columbia, S. C. 29250 (Office of the Operations Manager)	5-4-73
SOOR	South Orange Express Inc., 280 Colfax Avenue, Clifton, New Jersey 07013 (Office of the President)	9-5-75
SPTC	Southern Pacific Transport Co. of Texas & Louisiana, P. O. Box 6187, Dallas, Texas 75222 (Office of the V. P.)	4-29-73
STHT	Southgate Trucking Co., 315 Dunmore Street, Norfolk, Virginia 23510 (Office of the Executive Vice President)	7-23-74
SWTC	Southwestern Transportation Co., P. O. Box 6187, Dallas, Texas 75222 (Office of the Vice President)	4-27-73
SPAR	Spartan Express, Inc., P. O. Box 529, Hwy. I-85, Greer, S. C. 29651 (Office of the President)	6-6-73
SPEC	Spector Freight System, Inc., 210 Twinsbury, Rd., Northfield, Ohio 44067 (Office of the Vice President)	4-23-73
SWSO	Spencer, Wm., & Son Corp., 15 Linden Avenue East, Jersey City, New Jersey 07305 (Office of the Assistant to the President)	9-16-75
SPGL	Spiegel Trucking Inc., 504 Essex Street, Harrison, New Jersey 07029 (Office of the President)	5-11-73
SFSI	Stanch Freight Service Inc., 52 Ninth Street, Brooklyn, New York 11215 (Office of the President)	9-8-75

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ALPHA CODE	NAME AND ADDRESS OF SUBSCRIBERS	AGREEMENT EXECUTED
	MOTOR CARRIER SUBSCRIBERS	
SHCI	Standard Hauling Co. Inc., 541 W. 29th Street, New York, New York 10001 (Office of the President)	9-15-75
STPL	Staple Trucking Service, 445 Winding Road, Old Bethpage, New York 11804 (Office of the Vice President)	9-2-75
STEY	Steinway Trucking, Inc., 41-06 19th Ave., Astoria, New York 11105 (Office of the President)	7-5-73
STCI	Streichler Trucking Co., Inc., 545 West 22nd Street, New York, New York 10011 (Office of the President)	8-13-75
STCE	Strickland Transportation Co., Inc., P. O. Box 5689, Dallas, Texas 75222 (Office of the V. P. - Transportation)	4-16-73
SUPC	Suf-City Trucking Inc., 535 Broadhollow Road, Melville, New York 11746 (Office of the President)	8-29-75
SPNS	Supor, J., Trucking and Rigging Co., Inc., 2 Bergen Street, Harrison, N. J. 07029 Office of the Manager)	6-5-74
SRTI	Surface Transportation Co., Inc., 125 So. Van Brunt St., Englewood, New Jersey 07631 (Office of the President)	6-18-75
STGO	Surtag Corp., 518 West 37th Street, New York, New York 10018 (Office of the President)	9-15-75
SUWK	Suwak Trucking Company, 1105 Fayette Street, Washington, Penna. 15301 (Office of the Vice President - Operations)	5-21-73
SVFL	Svensson Freight Lines, Inc., 800 Pacific Avenue, Yuma, Arizona 85364 (Office of the President)	4-9-73
SWFQ	Swift Line Transfer Co., Inc. and/or Marathon Frt. Lines, Inc., 2400-83rd St., North Bergen, New Jersey 07047 (Office of the Controller)	5-23-73
	System Express, Inc., 238 Frelinghuysen Avenue, Newark, New Jersey 07114 (Office of the Secretary - Treasurer)	9-17-75
	System Freight, Inc., 238 Frelinghuysen Avenue, Newark, New Jersey 07114 (Office of the President)	9-17-75
TTRD	"T" Transportation, Inc., 207 "P" Street, Boston, Mass. 02127 (Office of the Vice President)	8-1-73
TIME	T.I.M.E.-DC, Inc., P. O. Box 2550-2598 74th St., Lubbock, Texas 79408 (Office of the Director of Transportation)	7-26-73
TNJQ	T & J Trucking Co., 74 Carlton Avenue, East Rutherford, New Jersey 07073 (Office of the Owner)	9-8-75
	T.L.R. Express Company, 3 Long Meadow Drive, Monsey, New York 10952 (Office of the President)	9-23-75
TTTT	T&T Trucking & Transportation Co., Inc.; (J&M Leasing Corp.); (J&M Carriers Corp.), 43-06 54th Rd., Maspeth, N. Y. 11378 (Office of the President)	9-17-75
TTKI	Taurus Truck Lines, Inc., P. O. Box 169, Pine Brook, New Jersey 07058 (Office of the Secretary Treasurer)	9-2-75
TAYN	Taynton, H. W., Company, Inc., 40 Main Street, Wellsboro, Pa. 16901 (Office of the Vice President - Sales & Traffic)	9-15-75
TTRI	Teleg Transportation Inc., 624 Mercer Street, Hightstown, New Jersey 08520 (Office of the President)	9-4-75
TTCI	Teller Trucking Company, Inc., P. O. Box 129, Brooklyn, New York 11206 (Office of the President)	9-3-75
TTLS	Terminal Transport Company, Inc., 248 Chester Avenue, S. E., Atlanta, Georgia 30316 (Office of the V.P. - Operations)	4-10-73
THEQ	Therry, Stephen Trucking, 108 Allan Avenue, Massapequa Park, New York 11762 (Office of the President)	12-18-73
TWST	Thomas, W. S., Transfer, Inc., 1854 Morgantown Avenue, Fairmont, West Virginia 26554 (Office of the Secretary & Treasurer)	8-22-75
THWI	Thompson, H. W., Inc., 181 Pacific Avenue, Jersey City, New Jersey 07304 (Office of the President)	8-12-75
THUR	Thurston Motor Lines, Inc., P. O. Box 10638, 600 Johnston Rd., Charlotte, N. C. 28201 (Office of the Director of Traffic)	6-14-74
TAEI	Tickle, Arthur, Engineering Works, Inc., 26 Delevan Street, Brooklyn, New York 11231 (Office of the President)	9-11-75
TDWD	Tidewater Distribution Services, Inc., 47 - 6th Street, East Brunswick, N. J. 08816 (Office of the Traffic Manager)	9-3-75

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	MOTOR CARRIER SUBSCRIBERS	
TIEP	Tidewater Inland Express, Inc., Rehoboth Blvd., Milford, Delaware 19963 (Office of the Vice President - Traffic)	6-22-73
TRDC	Tirod Corporation, 550 Duncan Avenue, Jersey City, New Jersey 07306 (Office of the Vice President)	9-15-75
TODM	Todd Transport Company, Inc., P. O. Box 158, Secretary, Maryland 21664 (Office of the Vice President)	8-18-75
	Tomar Trucking Corp., 275 Johnston Avenue, Jersey City, New Jersey 07302 (Office of the Vice President)	9-22-75
TMSL	Tomaselli Bros., Inc., 60 Thompson Street, New York, New York 10012 (Office of the President)	8-15-75
TOPH	Top Hat Trucking Inc., 2 Kenny Place, Saddle Brook, New Jersey 07662 (Office of the President)	9-5-75
TORO	Toro Transport Inc., 810 Raymond Blvd., Newark, New Jersey 07105 (Office of the President)	8-29-75
TOWR	Tower Lines, Inc., P.O. Box 6010, 3rd & Warwood Avenue, Wheeling, W.Va. 26003 (Office of the President)	3-30-73
TOWN	Towne, Charles C., & Sons, Inc., 25 Hampshire Rd., Methuen, Mass. 01844 (Office of the President)	11-1-73
TOTC	Townsend Trucking Co., Inc., 300 Milik Street, Carteret, New Jersey 07008 (Office of the President)	8-25-75
TSXI	Trans-Ship Express, Inc., 11 Mercer Street, Metuchen, New Jersey 08840 (Office of the President)	9-15-75
TNGN	Triangle Trucking Inc., 268 Wabash Avenue, Paterson, New Jersey 07509 (Office of the President)	9-11-75
TRIS	Tri State Carrier, Inc., 212 Washington Avenue, Carlstadt, New Jersey 07072 (Office of the Manager)	9-17-75
TCFL	Twin City Freight, Inc., 2550 Long Lake Rd., Roseville, Minn. 55113 (Office of the Sec. Treas.)	4-6-73
	United Ceramic Tile Corp., 923 Motor Parkway, Hauppauge, New York 11781 (Office of the President)	8-14-75
UVLN	United Van Lines, Inc., #1 United Drive, Fenton, Missouri 63026 (Office of the Vice President & General Manager)	4-26-74
VCTS	V. C. Trucking Service, Inc., 67 Irving Street, Brooklyn, New York 11231 (Office of the President)	9-3-75
VNPI	V. & P. Carriers, Inc., 665 Berriman Street, Brooklyn, New York 11208 (Office of the President)	9-4-75
CHUL	Veeco-Crest Services, Inc., 90 Enterprise Avenue South, Secaucus, New Jersey 07094 (Office of the President)	6-1-73
VLTI	Vel Trucking, 433 Murray Hill Parkway, East Rutherford, New Jersey 07073 (Office of the President)	8-15-75
VTCO	Ventry Transportation Corp., 219 9th Street, New York, New York 11215 (Office of the President)	9-15-75
VTRI	Vetri Trucking Company, Inc., 219-41st Street, Brooklyn, New York 11232 (Office of the President)	8-15-75
VMTQ	Vulcano & Montgomery Trucking, 135 43rd Street, Brooklyn, New York (Office of the Vice President)	9-2-75
WALS	Walsh Bros. Inc., 33 Brill Street, Newark, New Jersey 07105 (Office of the President)	8-15-75
WARD	Ward Trucking Corp., 2nd Avenue and 7th Street, Greenwood, Altoona, Penna. 16603 (Office of the President)	4-5-73
	Weaver, Victor F., Inc., 403 South Custer, New Holland, Pa. 17557 (Office of the Secretary)	7-17-75
TWNH	Con. Weimar Corp. (Twin City Haulage Co.) 401 Commerce Rd., Linden, N. J. 07036 (Office of the President)	11-2-73
WTCR	Westchester Motor Lines, Inc., 35 Edgemere Road, New Haven, Conn. 06504 (Office of the President)	8-11-75
WCWC	West Coast Warehouse Corporation, P. O. Box 258, Long Beach, California 90801 (Office of the President)	5-12-75
WGWG	Western Gillette, Inc., 2550 East 28th Street, Los Angeles, California 90058 (Office of the Vice President - Traffic)	9-12-74

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WMDT	Western Maryland Transfer, Inc., 3225 Tate Street, Baltimore, Md. 21226 (Office of the President)	7-12-73
WHTN	Wheaton Van Lines, Inc., 8010 Castleton Road, Indianapolis, Indiana 46250 (Office of the Manager, International Services)	9-3-75
WTCV	Whitescarver Transportation Corp., Industrial Road, Carlstadt, N. J. 07072 (Office of the President)	7-6-73
WHXP	White Express Co., Inc., The, 176 Flushing Avenue, Brooklyn, New York 11205 (Office of the President)	9-5-75
WHIT	Whitfield Transportation, Inc., 300 N. Clark, El Paso, Texas 79905 (Office of the Executive Vice President)	6-7-73
WIJB	J. B. Williams Express, Inc., 120 Apollo Street, Brooklyn, New York 11222 (Office of the President)	5-20-74
WMSN	Williamson Transportation Inc., 130 Lenox Avenue, Stamford, Connecticut 06906 (Office of the President)	8-28-75
WTGI	Wilson Trucking Co., Inc., 42 Beechwood Road, Oradell, New Jersey 07649 (Office of the President)	8-20-75
WNSW	Windsor Warehouse, Inc., & Windsor Warehouse Trucking Co.,Inc., 315 Coles St. Jersey City, N.J. 07302 (Office of the President)	5-10-73
WTCW	Wooleyhan Transport Co., Inc., 900 S. Heald Street, Wilmington, Del. 19899 (Office of the Vice President)	6-22-73
WOML	Worster Motor Lines, Inc., Gay Road, P. O. Box 110, North East, Pa. 16428 (Office of the Exec. Vice President)	9-10-75
YALT	Yale Transport Corporation, 215 County Avenue, Secaucus, New Jersey 07094 (Office of the General Traffic Manager)	9-18-75
YOTC	York Transportation Company, 2301 Mt. Rose Avenue at Route 83, York, Pa. 17405 (Office of the Treasurer)	9-16-75
	WATER CARRIER SUBSCRIBERS	
AEIU	American Export Lines, 17 Battery Place, New York, New York 10004	4-26-73
MAIL	American Mail Line, (Div. of American President Lines Ltd.) 1010 Washington Bldg., Seattle, Washington 98101	5-7-73
APLS	American President Lines, Ltd., 601 California St., San Francisco, Calif. 94108	8-30-73
ACTU	Associated Container Transport, 90 West Street, New York, New York 10006	4-25-73
BKLU	(The) Bank Line Ltd., 102 Hope St., Glasgow, Scotland	5-16-73
BSSL	Barber S/S Lines, Inc., 17 Battery Place, New York, New York 10004	4-27-73
DSSL	Delta S/S Lines, Inc., 1700 International Trade Mart, New Orleans, La. 70130	6-28-73
FRLM	Farrell Lines, Inc., One Whitehall Street, New York, New York 10004	4-30-73
GCTU	Gulf Container Lines, 400 Sanlin Bldg., New Orleans, La. 70130	4-30-73
GPRS	Gulf Puerto Rico Lines, 4035 Touro Street, New Orleans, La. 70122	4-26-73
JJLU	Japan Line(New York) Ltd., One World Trade Center, New York, New York 10048	8-25-75
KKLU	"K" Line (Kawasaki Kisen Kaisha), One California Street, San Francisco, California 94111	4-23-73
LYKU	Lykes Brothers S/S Co., Inc., Lykes Center, 300 Poydras St., New Orleans, La. 70130	5-27-73
MOLU	Mitsui O.S.K. Lines, Ltd., 1 World Trade Center, Suite 224, N.Y.,N.Y. 10048	4-8-75
MAEU	A. P. Moller - Maersk Line, One World Trade Center, New York, New York 10048	6-28-73
MMLU	Moore McCormack Line, Ltd., 2 Broadway, New York, New York 10004	6-15-73
NYKS	Nippon Yusen Kaisha (NYK Line) One World Trade Center, Suite 5031, New York, N. Y. 10048	5-5-75
NBAC	Norfolk, Baltimore & Carolina Line, Inc., 937 E. Water Street, Norfolk, Virginia 23510	8-13-74
OOLU	Orient Overseas Container Line, Inc., 88 Pine St., New York, New York 10005	7-16-74
PFEL	Pacific Far East Line, Inc., One Embarcadero St., San Francisco, Calif. 94111	4-25-73

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	WATER CARRIER SUBSCRIBERS	
PXCU	Phoenix Container Line, One California St., San Francisco, Calif. 94111	4-23-73
PGLU	Prudential Lines, Inc., One New York Plaza, New York, New York 10004	4-16-73
SEAU	Sea-Land Service, Inc., Exec. Plaza Bldg., 10 Parsonage Road, Menlo Park, New Jersey 08817 (Contact V. P. Corporate Truck Operations Division)	4-24-73
STLU	Seatrain Lines, Inc., Port Sea Train, Weehawken, New Jersey 07087	5-14-73
SHWU	Showa Shipping Co. Ltd., 425 California Street, San Francisco, Calif. 94104	4-27-73
USLU	U. S. Lines, Inc., One Broadway, New York, New York 10004	6-28-73
YSLU	Y. S Line (Yamashita-Shinnihon S/S Co. Ltd.), 21 West Street, New York, New York 10006	5-1-73
ZIMU	Zim Israel Navigation Co., Ltd., One World Trade Center, New York, N. Y. 10048	7-9-73
	RAILROAD CARRIER SUBSCRIBERS	
CEIR	Chicago and Eastern Illinois Railroad, 210 N. 13th St., St. Louis, Mo. 63103 (Office of V.P. - TOFC and Truck Service)	1-14-74
MPRC	Missouri Pacific Railroad, 210 N. 13th St., St. Louis, Mo. 63103 (Office of V.P. - TOFC and Truck Service)	1-14-74
SSW	St. Louis Southwestern Railway Lines, P. O. Box 1319, Houston, Texas 77001 (Office of V. P. & Gen. Mgr.)	4-29-74
SPTC	Southern Pacific Transportation Company, One Market Street, San Francisco, California 94105 (Office of the Vice President - Operations)	3-18-74
TM	Texas Mexican Railway Company, P.O. Box 419, Laredo, Texas 78040 (Office of Secretary)	1-21-74
TPRC	Texas and Pacific Railroad, 210 N. 13th St., St. Louis, Mo. 63103 (Office of V.P. - TOFC and Truck Service)	1-14-74
UP	Union Pacific Railroad, 1416 Dodge Street, Omaha, Nebr. 68179 (Office of Vice President - Operations)	2-8-74

GENERAL COUNSEL'S EXHIBIT No. 38

UNITED STATES LINES, INC.

P.O. Box 3066 Norfolk, Virginia 23514
(804) 489-2800 Cable Seapost

October 11, 1974

Associated Transport Inc.
1424 Air Rail Ave.
Virginia Beach, Va.

S/S American Legion V57
S/S American Aquarius V20

Gentlemen:

We have been advised by the International Longshoremen's Association that the containers listed on the attached sheet were stripped at your terminal. As you know, this is in violation of our contract with the ILA.

Should you have information in your possession that would indicate the information from ILA is in error, please let us have same as soon as possible. Hampton Roads Shipping Association will arrange a meeting with the ILA within the next week or ten days to discuss this violation.

This will serve to advise you that we will hold Associated Transport Inc. responsible for any fine imposed by the ILA as a result of your actions.

Very truly yours,

UNITED STATES LINES, INC.

/s/ F. W. Babb
F. W. BABB
Port Manager

FWB:ev
Att.

cc: Mr. L. H. Pert/New York
Mr. K.Elder/New York
Mr. L. Steigelman/New York
Mr. H. Queen/Norfolk

S/S American Legion V57 Discharged Norfolk
October 1, 1974

USLU 4171866
CTIU 292431
USLU 4201261
CTIU 2006604

S/S American Aquarius V20 Discharged Norfolk
September 24, 1974

SCIU 4025416
USLU 2091078
USLU 2011961
USLU 4205518

GENERAL COUNSEL'S EXHIBIT No. 39

127-129 Dank Street

Norfolk, Virginia 23510

Phone (804) 622-2639

November 7, 1974

Mr. F. Wilson Babb, Port Manager
United States Lines, Inc.
P. O. Box 3066
Norfolk, Virginia 23514

Dear Mr. Babb:

At the meeting of the Joint Container Grievance Committee, October 31, 1974, the ILA allegations that the following containers had been handled in violation of the Rules on Handling of Containers was duly considered and unanimously upheld:

CTIU 292431
USLU 4171866
USLU 2006604
USLU 4201261
SCIU 402541
USLU 2011961
USLU 2091078
USLU 4205518

The prime reason for imposing a violation on these containers was due to the fact that Associated Transport, Inc. representatives at the meeting would not clarify as to whether the containers were stripped within the 50 mile radius or delivered to the respective destinations, but only stated that they supported the contents of the letter from the Tidewater Motor Carriers Association dated June 7, 1974.

Therefore, in accordance with the terms and conditions of the contract the $1,000 penalty was imposed on each of the nine containers by the joint Container Grievance Committee and you should submit a check to the HRMA-ILA Container Royalty Fund covering the penalty.

Sincerely yours,

/s/ Jack W. Mace
JACK W. MACE
Executive Secretary

JWM/Bh

GENERAL COUNSEL'S EXHIBIT No. 40

UNITED STATES LINES, INC.

For Office Correspondence Only

File No.

Norfolk Office

November 8, 1974

Mr. K. Edler
Manager, Interline and Leasing
Intermodal Equipment
One Broadway—New York

S/S American Legion Voy. 67
S/S American Aquarius Voy. 20

Dear Mr. Edler:

We attach letter from Hampton Roads Shipping Association advising of fine in the amount of $8,000.00 imposed upon U. S. Lines as a result of Associated Transport Inc. stripping eight containers at their terminal within the 50-mile radius of Norfolk in violation of our contract with the I.L.A.

Understand you will handle further with Associated Transport Inc. * * * * * * * * *there. We are forwarding copy of this letter to their Virginia Beach Terminal for ther information.

Very truly yours,

/s/ F. W. Babb
F. W. BABB

[Illegible]
Att.

cc: Associated Transport Inc./Virginia Beach
Mr. L. H. Pert/New York
Mr. L. Steigelman/New York
Mr. H. Queen/Norfolk

GENERAL COUNSEL'S EXHIBIT No. 41

January 3, 1975

Associated Transport Inc.
1424 Air Rail Ave.
Virginia Beach. Va.

S/S American Legion V57
S/S/ American Aquarius V20

Gentlemen:

This has reference to our letter of October 11, 1974, in which we advised of claim by the International Longshoremen's Association that certain containers were stripped at your terminal in violation of our contract with the ILA.

We now attach letter from the Hampton Roads Shipping Association advising of the action taken and our invoice in the amount of $8,000.00, which covers fine imposed by the ILA.

Please let us have you check to cover at your earliest convenience.

Very truly yours,

UNITED STATES LINES, INC.
F. W. BABB
Port Manager

FWB:ev
Atts.
cc: Mr. L. H. Pert—New York w/Atts.
Mr. K. Edler—New York w/Atts.
Mr. L. Steigelman—New York w/Atts.
Mr. H. Queen—Norfolk w/Atts.

Associated Transport Inc.

No. ————————

1424 Air Rail Ave., Virginia Beach, Va.

UNITED STATES LINES, INC.

P. O. BOX 3066

To penalty imposed by International Longshoremen's Association for (8) eight containers stripped at Associated Transport Terminal in Virginia Beach in violation of ILA contract per copy of letter dated Nov. 7, 1974, from Hampton Roads Shipping Association attached.

(8 containers @ $1000.00 ea. violation) $8000.00

S/S American Legion V57 Dicharged Norfolk 10/1/74:

USLU 4171866	CTIU 292431
USLU 4201261	CTIU 2006604

S/S American Aquarius V20 Dicharged Norfolk 9/24/74:

SCIU 4025416	USLU 2091078
USLU 2011061	USLU 4205518

GENERAL COUNSEL'S EXHIBIT No. 42

UNITED STATES LINES, INC.

P. O. Box 3066 Norfolk, Virginia 23514

(804) 489-2800 Cable Seapost

February 14, 1975

Associated Transport Inc.
1424 Air Rail Ave.
Virginia Beach, Va.

S/S American Legion V57
S/S/ American Aquarius V20

Gentlemen:

In consideration of not receiving any reply to our letter of February 5, 1975, under the same subject, we must discontinue, after today, the interchange of equipment with you until the situation involved is settled.

Very truly yours,

UNITED STATES LINES, INC.

/s/ F. W. Babb
F. W. BABB
Port Manager

FWB:ev

cc: Mr. L. H. Pert—New York
Mr. K. Edler—New York
Mr. L. Steigelman—Port Elizabeth
Mr. H. C. Queen—Norfolk

GENERAL COUNSEL'S EXHIBIT No. 43

[SEAL]

UNITED STATES LINES, INC.

One Broadway, New York, N. Y. 10004
(212) 344-5800 Cable: Seapost

March 20, 1975

REGISTERED MAIL
RETURN RECEIPT REQUESTED

Associated Transport, Inc.
380 Madison Avenue
New York, N. Y. 10017

Re: S. S. American Legion Voyage 57 discharged Norfolk October 11, 1974 Container Numbers USLU 4171866, USLU 4201261, CTIU 292431, CTIU 200660.

S. S. American Aquarius Voyage 20 discharged Norfolk September 24, 1974 Container Number USLU 2091078, USLU 4205518,. USLU 201961 and SCIU 4025416

Gentlemen:

On Januray 3rd our Norfolk office wrote to Associated Transport, Inc. Virginia Beach, Virginia advising that United States Lines had been fined by the International Longshoremen's Association the amount of $8,000.00 representing fines covering the above eight (8) containers which were stripped by Associated Transport, in violation of our ILA contract. Attached with the January 3rd letter was our invoice in the amount of $8,000.00 as well as a letter from the Hampton Roads Shipping Association.

Associated had been notified of impending fines with October 11, 1974 letter from of Norfolk office.

I discussed this matter early in October of 1974 with Mr. J. Ryan, Vice President Sales & Marketing of Associated Transport. As a result of this conversation, I received a letter dated October 18, 1974 from John R. Dunbar, Senior Vice President Associated Transport in which Mr. Dunbar advised that Associated will immediately discontinue shipping containers at Norfolk. He also assured that if there were any penalties they would cooperate fully.

Our Norfolk office followed up their January 3rd letter with another one dated February 5th, requesting the favor of a reply.

As of today's date, we have had no reply at all.

I have had a visit from Mr. Collins of Associated during which he asked that we extend the deadline for payment of these fines. I do not have a record of the exact date of my meeting with Mr. Collins but it must have been sometime during the last week of February. Mr. Collins explained the involvement of the present merger activities of Associated Transport and Eastern Freightways. I made it quite clear to Mr. Collins at the time that while we were prepared to extend the deadline for payment for a two or three week period, we could not wait indefinitely and advised him further that we would have to take action against both Associated Transport and Eastern Freightways.

Not having been favored with any official reply, you leave us no alternative but to cancel the Interchange Agreement presently in force between Associated Transport and United States Lines. This cancellation does not relieve you of your obligation which you may still have to United States Lines under the above agreement.

We regret having to take this action but your stand in this matter leaves us no choice.

Very truly yours,

/s/ Klaus W. Edler
KLAUS W. EDLER
Manager, Interline and Leasing

KWE:cs

cc: Mr. L. M. Steigelman
Messrs. Babb/Queen
Mr. G. Maier
Mr. H. Corry
Mr. L. Pert
Mr. W. J. Klauberg
Mr. R. B. Murphy

cc: Eastern Freightways
Eastern & Moonachie
[Illegible], New Jersey 07072

cc: Associated Transport, Inc.
1424 Air Rail Avenue
Virginia Beach, Va.

GENERAL COUNSEL'S EXHIBIT No. 44

UNITED STATES LINES, INC.

One Broadway, New York, N. Y. 10004
(212) 344-5800 Cable: Seapost

October 1, 1970

Associated Transport Inc.
380 Madison Avenue
New York, N. Y. 10017

Attention: Mr. C. C. Brock
Mgr.—Interline Traffic

Dear Sir:

On May 6, 1969, Associated Transport Inc. and U. S. Lines mutually agreed to an addendum to our Equipment Interchange Contract, whereby Associated Transport would be billed a maximum of four (4) days per diem for use of U. S. Lines equipment regardless of length of time kept out providing the utilization of same is not abused.

Upon review of per diem bills at New York and Baltimore I find many instances where our equipment has been signed out to your company with a "carte blance" so to say agremeent, and equipment had been retained by your company many times over one month.

You are hereby given notice effective start of business October 5, 1970, that U. S. Lines will not honor the May 6, 1969 addendum and revert back to "Table of Charges and Schedule of Rates" incorporated in our Equipment Interchange Contract for the collection of per diem charges.

Very truly yours,

/s/ Timothy D. Foley
TIMOTHY D. FOLEY
Manager—Interline Billing

TDF:sw

cc: Mr. R. B. Murphy New York
Mr. V. Barba New York
Mr. J. P. Shull New York
Mr. G. Maier Baltimore
Mr. H. Queen Norfolk
Mr. G. Shea Boston
Mr. M. Heffernan Philadelphia

[Addendum I cancelled per letter from United States Line, Inc. dated 10/1/70. Apply their standard charges effective 10/5/70.]

ADDENDUM # I

TO

EQUIPMENT INTERCHANGE AGREEMENT

BETWEEN

UNITED STATES LINES INC.,

AND

ASSOCIATED TRANSPORT INC.,

ENTERED INTO MAY 6TH, 1969

In consideration of the mutual undertakings contained in the Equipment Interchange Agreement between United States Lines Inc., and Associated Transport Inc., dated May 6th, 1969, and in consideration of the undertakings herein contained and of other good and valuable consideration, receipt of which is hereby acknowledged, and the provisions of The Table of Charges and Schedule of Rates as referred to in Paragraph Nine are hereby waived and the following provisions substituted:

> Lesee agrees to pay Lesser rental charges as set forth below for all equipment interchanged pursuant to United States Lines Inc., Equipment Interchange Agreement, Said rental charges shall accrue on a per diem basis for each period of Twenty-Four hours or fraction thereof, Saturdays, Sundays, and legal holidays excepted, subject to a maximum charge of four (4) calendar days.

The per diem charges shall be as follows for the equipment indicated:

Item 1	20 Foot single axle chassis with 20 Foot container	2.50
Item 2	20 Foot Tandem axle chassis with 20 Foot Container	3.50
Item 3	40 Foot tandem axle chassis with 40 Foot Container	5.00
Item 4	40 Foot tandem axle chassis equipped with demountable diesel driven electric generator unit, 75 Gallon fuel tank, and 40 foot container	15.00

ASSOCIATED TRANSPORT, INC.
as Lessee:

By /s/ C. C. Brock

UNITED STATES LINES INC.,
as Lesser:

By /s/ Robert G. Partos,
R. G. Partos, Manager, Interline Operations
Container Department

UNITED STATES LINES, INC.

EQUIPMENT INTERCHANGE AGREEMENT

THIS AGREEMENT made this 6th day of May, 1969

between UNITED STATES LINES, INC., a Delaware corporation, hereinafter referred to as "lessor" and ASSOCIATED TRANSPORT, INC., a Delaware corporation, hereinafter referred to as "lessee".

WITNESSETH:

WHEREAS, it is contemplated that the lessor will let and deliver to the lessee and the lessee will hire and accept from the lessor certain containers and/or chassis for transportation by the lessee over highway routes, and

WHEREAS, the parties desire to enter into an agreement concerning the use, operation and interchange of such containers and chassis;

NOW, THEREFORE, for and in consideration of the terms and conditions hereinafter set forth, it is mutually covenanted, stipulated and agreed by the parties as follows:

FIRST: The term "container" shall mean any closed container, van or box used by lessor for the carriage of goods, merchandise and cargo; and the term "chassis" shall mean any load-carrying vehicle without power.

SECOND: Lessor shall, from time to time, deliver to lessee containers which have been placed upon lessor's chassis or containers alone without chassis for transportation upon lessee's vehicle. Containers may or may not be loaded with cargo at time of interchange or delivery between the parties. Containers or chassis shall be interchanged or delivered for transportation at lessor's terminals or at such other point or points as may be mutually agreed upon between the parties from time to time.

THIRD: At the time of interchange authorized representatives of the lessor and lessee shall make an inspection

of each container and/or chassis and shall jointly execute an "Equipment Interchange Receipt and Inspection Report", a blank copy of which is appended hereto as Exhibit "A". The condition of such container and/or chassis, and any damages, defects or exceptions noted at the time such inspection is made, shall be noted on the said Equipment Interchange Receipt and Inspection Report. Each container and/or chassis shall again be carefully inspected by authorized representatives of lessor and lessee upon return and redelivery of such container and/or chasssis by lessee to lessor and the condition thereof and any damages, defects or exceptions noted at the time of such return and redelivery, shall also be noted upon the original Equipment Interchange Receipt and Inspection Report. Any changes in condition, and any additional damages, defects or exceptions noted at such latter inspection shall also be noted upon a "Equipment Damage Report", to be jointly executed by authorized representatives of the lessor and lessee, a blank copy of which is appended hereto as Exhibit "B". For the purpose of determining whether a particular container or chassis has in fact been damaged between the time of delivery to lessee, the parties to this agreement shall be bound by the aforesaid Equipment Interchange Receipt and Inspection Report and Equipment Damage Report, and subject to the provisions hereof, lessee agrees to assume full responsibility for such damages, defects or changes of condition and shall, within fifteen (15) days after date of billing, reimburse lessor for the cost of restoring the container or chassis to its original condition, ordinary wear and tear excepted. The person (including tractor driver) receiving or delivering any container or chassis is deemed to be an authorized representative of lessee.

FOURTH: The lessee shall:

(a) complete promptly and expeditiously the use for which the containers or chassis has been furnished to it and return the container or chassis to the terminal of the lessor from which it was received or to such other point as may be shown on the Equipment Interchange Receipt and Inspection Report or otherwise mutually agreed in writing;

(b) not permit any container or chassis to leave its custody and possession without permission of the lessor in writing, and then only to the extent of such written permission;

(c) comply with any and all appropriate formalities and requirements regarding the use, operation or transportation of the containers or chassis;

(d) be responsible to the lessor for the performance of this agreement by itself and by all other persons into whose possession any such container or chassis may go until its proper return to the lessor;

(e) have complete control and supervision of such containers or chassis while in its custody and possession, and shall control the detail of the work of any employee or agent operating or using said containers or chassis during such time any person operating, transporting, in possession of, or using any such container or chassis after the signing of said Equipment Interchange Receipt and Inspection Report and until such form is again signed upon return of the container or chassis to the lessor is not the agent or employee of the lessor for any purpose whatsoever; and

(f) hold the lessor harmless and reimburse the lessor for any loss of or damages to any container or chassis and hold harmless and indemnify the lessor from any and all liability for bodily injuries, death, loss, damage and expense to persons or property arising out of the use, operation, maintenance or possession by the lessee of any such container or chassis or cargo or properties carried therein during the entire period the container or chassis is not in the actual custody and possession of the lessor and shall hold harmless and indemnify the lessor from any and all responsibility and liability arising out of damage to or loss of cargo or property carried in any such container or chassis while said container or chassis is not in the actual custody and possession of the lessor.

FIFTH: It is further agreed that:

(a) The lessor shall equip each chassis delivered to lessee with tires and if tubeless tires are not furnished, with tubes, of proper size and which are in such condition

as will permit the safe operation of the chassis. Thereafter, until such time as the chassis is returned to the lessor repairs to the tires and tubes shall be made by and at the sole expense of the lessee. In the event of a blowout or a total failure of a tire or tube, lessee shall furnish replacement tires and tubes to permit the return of the chassis to the lessor, but shall retain such replacement tires and tubes upon redelivery of the chassis to the lessor. The blown out or unserviceable tire and tube shall be returned to the lessor with the chassis. In the event that the lessee shall fail to return the blown out or unserviceable tire or tube, the lessee shall pay to the lessor the value of each such tire or tube at the time of original interchange. In the absence of specific information to the contrary, it is agreed that the value of each tire at the time of original interchange is $90.00 U.S., and that the the value of each tube is $10.00 U.S.

(b) In the event of mechanical failure or other failure due to defective equipment on a chassis, the lessee shall make such repairs as may be necessary; provided, however, the the lessee shall secure the approval of the lessor before making any repairs, the estimated cost of which will exceed $100.00 U.S. When the cost of such repairs as may be necessitated by mechanical failure or defective equipment is less than $25.00 U.S., the lessee shall make such repairs at its own expense. Where the cost of such repairs exceeds the sum of $25.00 U.S., the lessor shall be responsible, and shall promptly reimburse the lessee upon receipt of a bill reflecting such a payment. The aforesaid bill shall indicate in detail the nature of the repair and shall state separately the sum expended for labor and parts.

(c) Lessor shall equip each chassis delivered to lessee with such vehicle license plates and/or registration certificates as appropriate government laws or regulations may require it as a chassis owner to furnish and, in addition, each chassis shall be equipped with satisfactory mud flaps, working directional signal lights, clearance markers, reflectors and such other equipment as is necessary to comply to the extent required, with pertinent government safety regulations.

(d) The lessor does not make an warranty or representation, either express or implied, as to the fitness or condition of any chassis or container or the contents thereof.

(e) At the time of interchange of a loaded container under heat or refrigeration the mechanical units shall have sufficient oil and fuel to insure forty-eight (48) hours continuous operation.

(f) Fuel and oil used in providing refrigeration or heat shall be replaced by the lessee at the time a mechanically refrigerated or heated container is returned or interchanged by lessee. If lessee fails to replenish the fuel and oil supply of the refrigerated or heated container lessee shall, unless otherwise agreed upon between the parties involved be liable for and shall pay the cost of the fuel and oil consumed.

(g) When a refrigerated or heated container that has moved unpacked perishable commodities under refrigeration or heat is unloaded by lessee, is shall, unless otherwise agreed upon between the parties involved, be steam cleaned by lessee.

(h) Lessee shall be responsible for the full maintenance and repair of the diesel electric generator sets, nose mount temperature control unit including temperature recorder and thermostat, furnished in connection with containers leased hereunder. In the event a repair is necessitated by a defective part, lessor shall reimburse lessee for the reasonable cost of said part upon delivery of the defective part by lessee to lessor, provided, however, that the cost of all labor and materials other than the reimbursable cost for the defective part shall be borne by the lessee.

SIXTH: The lessor and lessee agree that the interchange of each container and chassis shall be compensated for in accordance with the Table of Charges and Schedule attached hereto and made a part hereof. Except as otherwise provided, the terms of this agreement shall become operative with respect to the lease of the particular container and/or chassis upon the execution by the lessee of said "Equipment Interchange" Receipt and Inspection Report." Settlement shall be made by the lessee within ten (10) days following the date of lessor's invoice. Daily charges shall continue to accrue, notwithstanding the fact

that a container or chassis has been withdrawn from service for repairs, except in those cases in which the nature of the repair is such that the lessor is required under the terms of this agreement to bear the cost thereof. In the event of the loss of, theft of, total destruction of, or irreparable damage to a container or chassis, the daily charges shall cease as of the date of such loss, theft, destruction, or irreparable damage.

SEVENTH: The lessee agrees to keep the container and chassis free of any and all liens and encumbrances.

EIGHTH: The lessee agrees at its sole cost and expense to keep and maintain said containers and chassis in good repair and operating condition and return the containers and chassis to lessor in the same good order and condition as when received, ordinary wear and tear excepted. In the event of damage to a container or chassis for which the lessee is responsible under the terms of this agreement, the lessee shall, at its expense, restore the damaged container or chassis to a condition consistent with that condition that prevailed at the time of original interchange from lessor to lessee. In the event that the lessee shall fail to make such repairs, it shall nevertheless be responsible for the cost of such repairs and for the continued payment of daily charges until the repairs are completed even though the container or chassis may have been returned to lessor with the understanding that lessor will make the repairs.

In the event a container or chassis is lost, stolen, totally destroyed, or irreparably damaged between the time of its interchange and delivery to lessee and its return to lessor, the lessee agrees to reimburse the lessor an amount equal to the depreciated book value of said container or chassis on the date of said loss, theft, destruction, or irreparable damage, but not less than the fair market value of said container or chassis on said date.

NINTH: This instrument and the attached Table of Charges and Schedule, the Equipment Interchange Receipt and Inspection Report and the Equipment Damage Report shall constitute and contain the entire agreement between the parties and no agreements, representations

or understandings not specifically contained herein shall be binding except as contained herein or reduced to writing and made amendatory hereof.

TENTH: Either party to this agreement may terminate the same at any time by giving the other party ten (10) days' written notice of such termination by registered or certified United States mail, provided, however, shall remain in effect until after all containers and chassis leased hereunder have been properly delivered to and accepted by lessor.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

WITNESSES AS TO LESSOR: UNITED STATES LINES, INC.
as Lessor

_____ By: /s/ Robert G. Partos
ROBERT G. PARTOS
Manager, Interline

_____ Attest:

WITNESSES AS TO LESSEE: ASSOCIATED TRANSPORT, INC.
as Lessee

/s/ Virginia I. Oates By: /s/ C. C. Brock
Manager of
Interline Traffic

_____ Attest:

TABLE OF CHARGES AND SCHEDULE OF RATES

Lessee agrees to pay lessor rental charges as set forth below for all equipment interchanged pursuant to United States Lines Inc.'s Equipment Interchange Agreement. Said rental charges shall accrue on a per diem basis for each period of 24 hours or fraction thereof, Saturdays, Sundays and legal holidays excepted, commencing with the second 7 a.m. after date of receipt of equipment by lessee. The per diem charges shall be as follows for the equipment indicated:

EQUIPMENT		PER DIEM CHARGE
Item 1	20 Foot Single Axle Chassis with 20 Foot Container	$ 2.50
Item 2	20 Foot Tandem Axle Chassis with 20 Foot Container	$ 3.50
Item 3	40 Foot Tandem Axle Chassis with 40 Foot Container	$ 5.00
Item 4	40 Foot Tandem Axle Chassis equipped with demountable diesel driven electric generator unit, 75 gallon fuel tank, and 40 Foot Container	$15.00

It is understood and agreed between the parties that lessee shall pay lessor the above per diem charges in accordance with paragraph 6 of the Equipment Interchange Agreement and that such charges shall be assessed for each day, Saturdays, Sundays, and legal holidays excepted, that the container and chassis remains in the possession of lessee. Should a container and chassis be retained by lessee for a period in excess of 10 consecutive calendar days, Saturdays, Sundays and legal holidays included, the per diem charge applicable to the 11th and 12th day shall be double the amount stated herein and a charge of 3 times the normal per diem charge stated herein shall apply for every day in excess of the 12th consecutive calendar day; provided, however, that the penalty charges as stated above shall not apply on Saturdays, Sundays and legal holidays.

UNITED STATES LINES, INC. No. 42301

ORIGINAL EQUIPMENT INTERCHANGE RECEIPT AND INSPECTION REPORT

VESSEL		CONTAINER NO.	CHASSIS NO.	BOGIE	TGT NO. (INTL. LIC. NO.)

TO CARRIER

(THIS PORTION OF REPORT IS TO BE COMPLETED AT TIME OF INTERCHANGE)

CARRIER RECEIVING CONTAINER AND/OR CHASSIS

TRACTOR NO.	LICENSE NO.	SEAL NO.

BOX (Circle One)	GROSS WEIGHT
LOADED EMPTY	

CONDITION OF CONTAINER AND CHASSIS

(REGULATIONS REQUIRE THAT EACH PART LISTED BE INSPECTED. IF NO EXCEPTIONS, USE CHECK (√) MARK).

BRAKES
LANDING GEAR
WHEEL LUGS
LIGHTS
UNDERCARRIAGE
DOORS
FLAPS

TIRES	POSITION	BRAND NO. & CONDITION	POSITION
	R.O.		L.O.
	R.I.		L.I.
	R.O.		L.O.
	R.I.		L.I.

INSPECTED BY

DATE AND TIME

LESSEE'S REPRESENTATIVES SIGNATURE (Driver, Etc.).
RECEIVED IN GOOD CONDITION, EXCEPT AS NOTED.

FROM CARRIER

(THIS PORTION OF REPORT IS TO BE COMPLETED UPON REDELIVERY)

CARRIER REDELIVERING CONTAINER AND/OR CHASSIS

TRACTOR NO.	LICENSE NO.	SEAL NO.

BOX (Circle One)	GROSS WEIGHT
LOADED EMPTY	

CONDITION OF CONTAINER AND CHASSIS

(REGULATIONS REQUIRE THAT EACH PART LISTED BE INSPECTED. IF NO EXCEPTIONS, USE CHECK (√) MARK).

BRAKES
LANDING GEAR
WHEEL LUGS
LIGHTS
UNDERCARRIAGE
DOORS
FLAPS

TIRES	POSITION	BRAND NO. & CONDITION	POSITION
	R.O.		L.O.
	R.I.		L.I.
	R.O.		L.O.
	R.I.		L.I.

IS AN EQUIPMENT DAMAGE REPORT BEING SUBMITTED HEREWITH? CHECK ONE: ☐ YES ☐ NO
IF YES, STATE REPORT NO. _____

INSPECTED BY

DATE AND TIME

LESSEE'S REPRESENTATIVES SIGNATURE (Driver, Etc.).
DELIVERED IN GOOD CONDITION, EXCEPT AS NOTED.

ACCOUNTING CODE
SUBSIDIARY ACCOUNT 660.21
CARRIER CODE NUMBER _____

DATE OF BILLING

Total Period of Interchange:

Amount Due

..... days @ $ ..... per day ..... $ .....
..... days @ $ ..... per day ..... $ .....
..... days @ $ ..... per day ..... $ .....

....
Pay This Sum
$ .....

41-4-M 11-68

EQUIPMENT CONTROL — (UPON RETURN)

RESPONDENT'S EXHIBIT NO. 1

Norfolk, Virginia
December 15, 1969

A joint meeting of the Employers' Negotiating Committee and representatives of the International Longshoremen's Association was held in the offices of the Hampton Roads Maritime Association at 2:00 P.M. on Monday, December 15, 1969.

Present the following:

Employers' Negotiating Committee:
L. E. Pentecost, Chairman

Representing Steamship Agents:
Ellesberry R. Bunch
Thomas W. Rabeau
David M. Ritter

Representing Stevedores:
Edwin J. Adams
Joseph A. Boroody
Charles R. Chambers
J. Elmore Eubank, Jr.
George C. Garris

Braden Vandeventer, Attorney
Jack W. Mace, Executive Secretary, HRMA

I.L.A. Committee:
Myles E. Billups
Edward L. Brown
Alvah Merrit
Robert Snowden, Local 1840
C. B. Campbell, Local 1624
Oscar Syemore, Local 1458
James J. Lumpkins, Local 1458
James A. Smith, Local 970

Sidney Kelsey, Attorney

The meeting, involving the Container Clause, was called to order by Mr. L. E. Pentecost who stated that a letter received from Mr. Alston under date of December 10th, carried some items that were not understood by the employers and some things that were false. He cited the matter of fictitious documents and stated that he did not know who had filed them, as stated on the second page of Mr. Alston's letter. Mr. Alston's letter stated "we have evidence that the employers and signatories to the contract have and are continuously violating Rule 5 and are using and changing documentation and making fictitious entries to evade the container contract." Mr. Pentecost said that he thought all of them, as signatories to the contract, had the right to know who would prepare fictitious documents because to do so he would

be flirting with customs regulations and with serious trouble if such were true.

The second thing in the letter from Mr. Alston was the employers had refused to meet, the Chairman stated. At this time, Mr. Pentecost read from minutes of the November 10th meeting of the Joint Committee as follows:

"Mr. Billups stated, 'that is why I said there is no point in our getting into a discussion on this because we are going to hang up on this. We are beginning to get on each others nerves. Let's let it die. We are getting too involved. You have made up your minds that you are right in what you are doing. You are saying the ILA has no voice in the matter,' The Chairman asked that Mr. Mace get an expression from other ports concerning this handling of the operation in question and Mr. Billups was in favor of this suggestion.

"Mr. Alston asked if his understanding was correct that the employers were willing go along with precedents set in other ports, and Mr. Pentecost commented 'Mr. Mace will make inquiry about this, set it up on the basis of the facts, and ask what they do under similar circumstances. There is no intention on our part to take work away from the ILA, but when a box comes in on a house-to-house bill of lading, the man doesn't want it opened until it reaches his house.' He noted that pilferage on Far East cargo was terrific. On the other hand, Mr. Billups noted, 'we are not accusing the steamship operators. We are saying the operation is going on and we want classification on it. We are not accusing anyone of circumventing the contract.'" Mr. Pentecost stated that "the minutes right here refute that we refused to talk about it."

Mr. Billups remarked that they were not in a court of law—certain statements were made but they were not allowed to answer, and he could not remember all of the things that Mr. Pentecost had read. He said that Mr. Pentecost started out on page two of Mr. Alston's letter and then he read from the minutes.

Mr. Billups stated that the movement of containers was being changed on the bills of lading after they were entered. "Where they are marked pier-to-pier they are changed to pier-to-house and sent on to D. D. Jones—these are the things—the documents the checkers get. On Customs entry it was changed afterwards from Pier-to-Pier to Pier-to-House." Mr. Rabeau said "That is right, they are changed from house-to-house and pier-to-pier—it is changed by the shipper or consignee and that is not fictitious documents."

Mr. Billups said "we are saying that the container markings are changed to take containers inland to stuff and strip them. You do not have any right to do so at Southgate, D. D. Jones or Commonwealth Corrugated where they are being unloaded. We said within 50 miles —Commonwealth is a consolidator and he is stripping containers. What we are saying, we said before when we argued about D. D. Jones on what was right and wrong.

We got off that and into long arguments on packers and forwarders and all he was interested in was his containers. I said it was no need of arguing if he is guilty, so is the other one. We will find out and so we want to find out if the employers have done anything else on it. You have known what the ILA demands were and you have done nothing about it." Mr. Rabeau retorted "you have accused me of falsifying documents."

Mr. Billups replied "you can hang up all you want on that one word—a letter does not change the complexion of this particular dispute. I knew you were going to hang up on it." Mr. Rabeau stated "you are accusing me of changing documents." Mr. Alston remarked that they were in here not as enemies but as friends. Again Mr. Rabeau stated that they gave the ILA the documents at the time the papers were made up. The union said that the particular containers that were Mr. Rabeau's were down at Commonwealth Corrugated and being loaded and that was circumventing the contract when Commonwealth Corrugated was not the beneficial owner of the cargo. They said that American Export and U. S. Lines' containers were showing up at D. D. Jones and Southgate where they were being stripped.

Mr. Adams stated that it was not the steamship people who were sending these boxes to Southgate and D. D.

Jones—the freight forwarders were sending them—the Steamship people did not control where the containers went. The signatories to the contract agreed to protect the right of the ILA—the forwarders have control over the containers.

Mr. Rabeau stated that Mr. Alston listed five containers in his letter and they all were listed on the document as house-to-house and asked where he had changed the documents. Mr. Merritt replied that they were stripped at Commonwealth Corrugated and that Commonwealth did not have the right to receive them no matter what Genesco said. The union said the forwarders did not have a right to contract their work out to other people.

Mr. Pentecost said that he thought they were hung up on two things. Then he read Clause 8 of the Container Contract and said this was a little more involved than they thought—"If the purpose of protecting and preserving the present work jurisdiction of longshoremen and all other deepsea ILA crafts over any containers loaded with LTL cargo, or consolidated full container loads as defined herein * * *" He stated "This is not LTL cargo. What you have made your drive against is the consolidation of various shipments that go into a container. We will go to the matter of J. C. Penney. J. C. Penney packed their boxes at point of origin—those containers contain J. C. Penney goods—they are not consolidated shipments in that box. It is one beneficial owners' goods in that box therefore it is not LTL."

Mr. Billups said that the Clause 8 of the contract did not say LTL, it also said "* * * or consolidated full container loads * * *." Mr. Pentecost said "when the container comes in from the Far East it is full of J. C. Penney goods, therefore it is not an LTL shipment—if the box is full of J. C. Penney goods and J. C. Penney is the beneficial owner of the cargo and consigned to him at warehouse of his choice—we cannot open it up."

Mr. Billups stated that according to the contract D. D. Jones did not have the right to receive the cargo. Question was asked as to what was meant by LTL and the reply was LTL means less than truckload.

Mr. Rabeau then remarked that Mr. Billups had said that D. D. Jones had no right to receive the cargo but the steamship agents had no right to say who received the cargo for J. C. Penney—he could store it at D. D. Jones. Mr. Rabeau said "we say we have the right to unload it at the pier and then D. D. Jones can take it and store it for them."

Mr. Billups stated that on the matter of pilferage of cargo, he was tired of hearing this, "the union was not full of all thieves—we do not have a port full of thieves and the same thing about changing documents." He said half of the cargo could be stolen by the consolidators. "We checked the ICC on the Commonwealth Corrugated and earlier in the year they announced they were going out of business and then he starts getting in on our business unloading our containers." Mr. Pentecost asked "why don't you unionize him."

Mr. Billups said "it's a bunch of people out of Richmond and they come down and set up a consolidating and stripping business. He gets to these people, the beneficial owners, and say 'let me receive your cargo' but he has no right to say he can receive cargo in lieu of our contract. The steamship people are contracting it out to these people." Mr. Bunch replied that the steamship people had nothing to do with it.

Mr. Pentecost said "when you go to ship something—whether you ship it by mail or whether by air or whatever, there are certain rules that must be lived up to by the shipper. He says he can give you a certain rate for one thing and another for something else. I am shipping the thing but I have to qualify for a certain rate. On the other hand, the U.S. Mails have certain rules and certain contracts that have to be lived up to. I can't run in and take over just because I have some cargo to ship. We have a contract with the ILA that if you are receiving cargo at your own factory or at your own plant, then you can qualify for a house-to-house movement but if you do not have your own plant in the location of the terminal and you are not receiving it at your own plant—you decide you will store it with some other company and your box has to be stripped. It has to move on a pier-to-pier move-

ment and then you can have whatever shipment you want to ship it to the warehouse." If the shipping industry is doing it that way then the forwarders will not be running wild.

Mr. Rabeau commented that the Chairman had a copy of a tariff on the rules and regulations of cargo in containers—#33 FMC #1, 4th revised page which was reviewed. Mr. Billups stated that did away with the consolidator right there.

Mr. Pentecost stated that the shipper must place a seal on each container and that took the control and responsibility of the cargo in that container from the carriers. Mr. Billups stated "not totally—when the shipper says that they would rather mark it house-to-house, it takes the responsibility of whether anything is missing—it relieves the shipping man from that responsibility as long as he does not have any responsibility for the supervising of the unloading of it."

Mr. Kelsey stated "If a container comes in here and in the container there are half a dozen different types of cargo consigned to half a dozen different people—when this box gets here and it is sent to D. D. Jones or Commonwealth, is that a violation of the contract?" Mr. Rabeau replied "that is stripped at the pier."

Mr. Billups stated that he had received report of sixty containers of U. S. Lines—40 of them for Hiden Storage & Forwarding on Warwick Boulevard to be stuffed. Mr. Pentecost stated that the space he was talking about was rented to tobacco people and the ILA could not get around that.

Mr. Pentecost said "you have the idea that we are trying to protect the consolidators and we are trying to violate the contract we made. This is not so. In essence when a man ships cargo from the other side he makes booking and he sends the cargo to the pier and gives the steamship man a bill of lading. You sign it and give him the bill of lading for the cargo when the cargo comes to his side and gets to the pier. Whether break bulk or what, he turns in his original bill of lading and according to the steamship rules and regulations, when he gives you that bill of lading, that cargo is his to do with what he

wants to. In this case 95% of the cases are turned over to the freight forwarders or customhouse brokers and from that point on the movement of that cargo is under his control. The cargo is signed for upon arrival and interchange agreement is made and the cargo is shipped out. It is booked and paid for as pier-to-house, pier-to-pier or house-to-house. The man pays the freight and picks up the cargo and he has the right to designate where it goes." Mr. Ritter said it has been agreed that they did not fight the consolidator—this was a situation and how could anybody say how they were going to control this—and the steamship people did not know how they could control it 100%. The steamship people turned the job over to the freight forwarders for handling.

Mr. Kelsey inquired "you turn it over to him on the pier, who puts it on the pier?" Mr. Ritter replied "we put it on the pier—the stevedore and the ILA."

Mr. Billups stated "some of the things you are saying are beautiful. Here is what I am saying to you. If we continue down the path we are going—allowing these freight forwarders and brokers and consolidators and who ever else can find a way to get into the business to get a piece of the action and we keep on allowing consignees to go down there and say 'I lease space in Jones' warehouse and I lease space in so and so's warehouse. Everybody is leasing space—all you have to do is catch him unloading the containers and he has leased the space. We have been unloading the cargo all these years and maybe we have not been the best but we have not been the worse. All of a sudden we will let all of these outsiders come in and do away with the longshoremen—'all we are concerned with is to protect the consignees rights. If he ships on my line I will protect him'. We should be together on this. Containers are taking away jobs—it will hurt the stevedoring business in the long run. They won't get anything by taking the box off. Where the life of this business is going to lie is with the stuffing and stripping of these boxes. When we set the rules, we did say that a company located in the area and, as an example used Lipton Tea who has his own plant and has his tea shipped in—the ILA has no right to force his

box open and take the tea out. Anheuser-Busch is getting ready to come into the area and if he had his own pier he could unload at it and all we get is a royalty. All of these other things—someone told these other people 'I want you to receive my cargo' but he has no right to receive the cargo. Southgate is getting in on the business—he takes a few and then somebody else take a few. Next thing, Overnite will be building a big warehouse. Somebody will say we get away with D. D. Jones and we will apply for Sears Roebuck—there has to be a stopping point somewhere."

Mr. Ritter said "you are exactly right—I am not contesting it nor anyone else here will argue with you. We know what the contract says, we know what the rules say—this is something I don't know how you can regulate, but we will try to work this out. What we are telling you is that we don't follow the boxes after they get here—we don't know where they go." Mr. Billups asked if what Mr. Ritter was saying was that once a container got off the ship, he did not know where it was going. Mr. Rabeau said when he shipped a container it went out of his hands to Chicago or wherever—it was out of his jurisdiction. He said the man in Chicago knew where it was going but he did not—American Export knew but he did not.

Mr. Rabeau said "these five containers you have me for making fictitious documents show door-to-door for Norfolk delivery—what am I to do with them—tell the man he has to strip them at the pier. They are loaded in Europe and the bill of lading is marked door-to-door."

Mr. Brown said "we know that both of us here are parties to the container contract—there are a lot of advantages to shipping the cargo in the containers—it saves in any number of different ways. It is simple to me that the shipper be made aware of the contract that has been made between the ILA and the shipping companies and that will cause them not to circumvent the contract. J. C. Penney who hires D. D. Jones and maybe uses his own men is in violation of the contract that we have together." It was stated that J. C. Penney was not a distributor but D. D. Jones was.

Mr. Brown stated "you are saying you have signed a contract with the ILA but you have not taken time to involve the shipper. In order for the men to use the advantages of the containers 'he must qualify'. There is no need for us to fight about something that we can can be done."

Mr. Pentecost said "you have to define a consolidator and a man who rents warehouse space. If J. C. Penney rents space and brings a container in on an official document and it is going into his warehouse space, I don't think we have anything to do with it." Mr. Brown asked "what do we have to get a definition of a stripper or of a consolidator." Mr. Pentecost said "no one gives out with more dialogue than you, Brown."

Mr. Rabeau asked "do you tell me I have to refuse this man's cargo because it should be door-to-pier. It was not one box changed from pier-to-door." Mr. Billups said "All of those that you say we said were changed from pier-to-pier to house-to-house."

Mr. Kelsey said "you have a container listed door-to-door on your document although it is not, don't you agree that the ILA has to strip that box. The contract says that all containers have to be stripped unless they go to the beneficial owner."

Mr. Rabeau replied "Genesco imports the cargo, I don't know who is at Poindexter Street—how am I supposed to know." Mr. Kelsey said "you have to know who the beneficial owner is." Mr. Billups stated "you know Genesco has no plant in this area. If a man wants to take advantage of the container cargo then he must live up to the contract between labor and maangement."

Mr. Pentecost then pointed out "this has to do with LTL shipments or consolidated shipments. Now, if a man has a container full of cargo and it is stuffed by the ILA and it is not LTL then we have not violated anything. You all come in here with the approach that every steamship man is trying to 'jenniwink' you out of something."

Mr. Billups said you are not going to take anything from us—anything that was put in the contract. The warehouse that the box in question is going to (at D. D.

Jones) does not represent the beneficial owner therefore the box should have been stripped at the pier. We cannot sent it. This is a trucking company. We have a contract that this box must be stripped at the pier and then this man can come and pick up the box and carry it to the warehouse—the man who is receiving this."

Mr. Merritt then stated "here is a list of containers that were marked pier-to-pier and were switched house-to-house."

Mr. Pentecost stated that when a consignee asked that something be changed from house to house to pier-to-pier, he loses something. Mr. Merritt said he saw Southgate take 200 bags out of a 40 foot container and put it in a B&O truck. Mr. Pentecost asked how it moved. He was told they were the bags that were in the box that Mr. Alston reported in his letter—it was marked as a pier-to-pier movement.

Mr. Billups said "here is what I am saying you are doing to us. You are playing with us like a bunch of children because we want the work. You give us good arguments. We are serious about this particular situation and there is some corrective medicine for it. We cannot sit idly by and watch every guy who wants to ship a piece of cargo through this port in containers, every broker, consolidator, freight forwarder, or whoever else is involved, to come in here with his cargo and just destroy everything we have here because he decides in Italy or Australia or Japan that he is going to write on a document house-to-house. Where is it going—it is going to certain and certain address—I want to move it. You are telling me that no one can question this individual whether or not he owns the cargo in that container, or that it is his plant where the cargo is sent. They can't ask him that. They can't tell him if 'that is not your own plant—if house-to-house you can get whatever company you want to come and take it to wherever you want it, but in accordance with the contract we have with the ILA you must be the beneficial owner of the cargo and it must be delivered to your house.' "

Mr. Pentecost said he thought they would have to find out what the contract was between J. C. Penny and D. D. Jones. Mr. Billups said they had talked with the union men who worked over there.

Mr. Rabeau stated if J. C. Penney was renting the D. D. Jones warehouse that was his house. Mr. Kelsey said that they could not come down and take the cargo off the ship—that was the jurisdiction of the longshoremen. Mr. Merritt asked if it would not be simpler to unload it at the pier. Mr. Rabeau replied "as long as the box comes in house-to-house I am not stripping it at the pier. As long as it is door-to-door I am not going to break the contract. You can take me to court because the shipper can take me to court for breaking the seal on the container. Under the terms of the bill of lading I cannot go into it." Again Mr. Kelsey stated if it did not go to the beneficial owner, the ILA had jurisdiction over it.

Mr. Billups asked how they did it in New York "when the people ship cargo and the boxes that come in by Sealand and any of those shippers or any of those buyers who do not qualify under the contract for door-to-door or house-to-house—those boxes are held until stripped or until the buyer decides what he wants to do with it. When he says he wants it delivered down to that storage warehouse because he has leased 500 feet up there, he does not own it but leases the space and he does not qualify. Then it would have to be stripped at the pier and then he could carry it up there and store it. Whatever they write on the documents you won't question it and you could care less. If a guy leases in accordance with the contract he has, and he tells you house-to-house in care of Southgate Terminal, all you do is say house-to-house and let her go. Now you know good and well he does not qualify for house-to-house." Mr. Rabeau said "he has the signed release. I am not stripping until the man changes the documents."

Mr. Billups stated "when a man rents a house he owns it because he rents it. He has certain rules to live by." Mr. Rabeau replied "it does not mean anyone else can walk in there." Mr. Kelsey said what the union wanted was the ocean manifest. Mr. Rabeau replied "you will never get it." "We will go to the Customhouse and get it", Mr. Kelsey replied. Mr. Rabeau again stated that

the shipping companies would not turn over an ocean manifest.

Mr. Merritt displayed what he said was an ocean manifest, however Mr. Rabeau told him that was not a manifest but was a copy of an order sheet. When the containers leave the ship they go into the custody of the terminal company and the steamship company had no right to say how they were forwarded. The freight forwarder represents the consignee and he sent the order as to where the box was to go. The consignee was usually the beneficial owner. He said they did not know who was going to buy the J. C. Penney cargo because J. C. Penney stuffed the boxes at point of origin He said they were not trying to build up the consolidators in the port—they did not care about those people. Mr. Billups said "you act like you love them, all you are offering is token excuses. You know what the contract says. Everybody is here trying to protect the people who are consolidators."

Mr. Merritt asked if Mr. Pentecost knew of 4 or 5 containers that were taken to a local warehouse and stripped. Mr. Pentecost said his attorney had talked with Mr. Thornton of Southgate and Mr. Thornton said that they were agents for some outfit in the Midwest. "This full container load was not consolidated with other shipments. It had one commodity and you tell me it was loaded into a B&O trailer. If that was loaded in a B&O trailer that throws a different light on it." Mr. Merritt said they received five in on highway express and then they started putting it in another truck. Mr. Pentecost replied that was simply transferring from one truck to another. It was not being consolidated it was being distributed. Mr. Billups asked if he had the right under the contract. Mr. Hall stated that "the employers keep talking about going into court and they will beat up—what do you think Mr. Kelsey?" Mr. Pentecost said "we have to resolve it here."

Mr. Brown remarked that the contract "says any box that there is a dispute on we have the right to not work it until we get an answer on it."

Mr. Kelsey stated "the ILA should know what each box contains and how it is destined to be handled before

it leaves the ship's hold. While it is on the ship you have something to do with it. What I am recommending to resolve this dispute is that the information be furnished the ILA inspector on the discription and how each box is to be handled before that box is touched by a longshoreman."

Mr. Rabeau said "we can't do it. The papers do not always get here before the ship." Mr. Kelsey then said "what you are telling these ILA men is that 'you will have to discharge these boxes whether you strip them or not'. The contract provides that there will be certain boxes which shall be stripped at the pier unless the ILA knows where they are going." Mr. Rabeau said that they gave the ILA the disposition list. Mr. Ritter stated "Your suggestion won't work. There are some things that can't be done. We don't want this to get out of hand. We are not trying to protect a consolidator—this is a situation that you cannot put your finger on. We cannot just give you the destination. We might be working through the Customs Broker and we will make it known that these things have to be done but I don't know whether we can control it through the brokers." Mr. Kelsey asked "Does the ocean manifest have to be sent to the Customs?"

Mr. Ritter replied "No. They say they are getting consignments on general bills of lading but it has not been paid for and maybe the man who ordered it makes out a negotiable instrument and if this man wants to pay for the goods then he picks up the bill of lading and goes to the steamship company to get the goods. Sometimes it is consigned to the bank. Here is what I am saying—by going through the Customs freight forwarders on this, it might be a way we can approach it. It is impossible for us to control it because we don't know where a consignee might come in even though we know where they start out for." Mr. Kelsey stated "you signed a contract and all boxes are going to be stripped that are not going to the beneficial owner." Mr. Ritter said they had told them at that time it would be impossible to control them.

Mr. Pentecost stated that the commodity that Mr. Merritt was talking about went to the beneficial owner. "I don't know maybe the I.L.A. should have stripped the box, that is why I had the attorney call up Mr. Thornton."

Mr. Ritter stated "there are ways that this can be worked. I have talked with D. D. Jones and that is a situation where they lease this warehouse and nobody else puts their stuff down there. The thing was set up for Penney's to have their own people here."

Mr. Pentecost said "Sealand has its own terminal in New York—no steamship line has any terminal at Hampton Roads, we act as intermediaries. It goes over to the terminals and we have to pay them $12.00 per unit—it goes into the custody of the terminal and they are responsible for it. The Freight Forwarder makes up a typewritten order on Norfolk International Terminal and they tell them that the goods are to be turned over to what truck or rail line."

Mr. Billups said "When Sea Land containers are not going direct to the beneficial owner, they are ordering them stripped on the terminal." Mr. Rabeau stated "they are not stripping until they get the permission from the consignee to strip. I have some being held up for stripping." Mr. Billups said unless the shipper was going to receive the consignment at their own house, he had to strip it at the pier.

Mr. Pentecost asked "do we want to go back and tell J. C. Penney that on the containers that we contract house-to-house that his goods cannot move in that container over to the warehouse space that he has leased."

Mr. Merritt said "the boxes leave the Far East and somewhere they are changed from pier-to-pier to house-to-house. It is clear on the document that it is to be pier-to-pier." Mr. Rabeau then presented a copy of a document and asked what was wrong with that, and asked who changed the types of box. Mr. Pentecost stated that the terminal changes it—Norfolk Terminal. Referring to Mr. Rabeau's document he said that it was an order sheet and it said Norton & Ellis. He said J. C. Penney owned the cargo and Norton & Ellis acted as their freight

forwarders. The terminal had to do as the freight forwarder said.

Mr. Rabeau stated that the change was either done by the shipper or the consignee. Mr. Merritt replied that they did not have a contract with the consignee. They were in a 50 mile radius.

Mr. Billups said that they had gotten the matter settled. "Mr. Pentecost is going to write to J. C. Penney and tell them that they will use I.L.A. labor unless they are using their own warehouse."

Mr. Pentecost said "if a document comes in and J. P. Penney is the beneficial owner, the I.L.A. will not let that box go to its leased warehouse which is owned by D. D. Jones." Mr. Billups replied "D. D. Jones owns the warehouse and does not qualify as a house-to-house movement on the present set up. The Union's representative told me that they have three or four warehouses over there." Mr. Rabeau said the HRMA would put out a letter. Mr. Merritt stated that the I.L.A. would hold the boxes that were in question until they got something straight.

Mr. Pentecost stated that they would tell D. D. Jones that they will not strip J. C. Penney boxes—"we will tell J. C. Penney that the I.L.A. will strip the boxes."

"The contract says," Mr. Pentecost stated, "if the carriers make a fraudulent document or evades the contract. We are legally on sound ground as far as the documents are concerned."

Mr. Boroody said, "I would like to ask that the employers' committee caucus for a few minutes. I think from a practical standpoint the I.L.A. knows that many changes take place after the boxes come out of the ship." Mr. Rabeau stated "In lieu of a manifest, I will give you where the boxes are going but I do not know this prior to discharge. I will give you what I can physically do."

At this time the employers caucused. Upon the return to the meeting, Mr. Pentecost stated "Mr. Mace is going to put out a letter to the Freight Forwarders and all the Steamship Agents and Terminal Operators because of the fact that after the box leaves the ship it goes into the hands of the terminal and forwarding people. The

freight forwarder is representing the shipper and he will notify them that 'any containers which are carrying cargo which is not cargo of the beneficial owner and which is not moving to the owners' warehouse, must be stripped at the pier.' We will notify J. C. Penney that the warehouse space he has at D. D. Jones is not good in respect to this contract even though we think it is, and any containers that are coming in or are already here, the I.L.A. is going to force the carrier to strip them even though they are moving on a house-to-house document."

Mr. Merritt said "say the I.L.A. and the Steamship Company will strip them." Mr. Pentecost replied that the HRMA was going to notify the agents, etc. Mr. Kelsey asked that a copy of the notice be sent to Mr. Alston and also to Mr. Billups.

Mr. Adams then stated that it would be the I.L.A. used to strip the containers, and Mr. Pentecost said that they (the employers) were not in collusion with any consolidator. Mr. Billups remarked "we said you were closing your eyes to what was happening to us." Mr. Pentecost said because of the action of the I.L.A. the container business might do down. Mr. Billups replied that "the same contract exists in every port—the same thing that they are facing here will face them in another port."

Mr. Brown then stated that the union would like to have a copy of the minutes of each one of the meetings to refer to so that the employers would not spring anything on them when they came in the meetings.

Mr. Pentecost said "we just read the minutes because we did not like the allegations made in that letter. We are not going to give you extra copies of manifests. You will get a copy of the minutes." Mr. Brown stated "whenever they are drawn, give us a copy of the minutes. I think it will work itself out to the best of everyone's concern."

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At this time the employers caucused. Upon the return to the meeting, Mr. Pentecost stated "Mr. Mace is going to put out a letter to the Freight Forwarders and all the Steamship Agents and Terminal Operators because of the fact that after the box leaves the ship it goes into the hands of the terminal and forwarding people. The freight forwarder is representing the shipper and he will notify them that 'any containers which are carrying cargo which is not cargo of the beneficial owner and which is not moving to the owners' warehouse, must be stripped at the pier.' We will notify J. C. Penney that the warehouse space he has at D. D. Jones is not good in respect to this contract even though we think it is, and any containers that are coming in or are already here, the I.L.A. is going to force the carrier to strip them even though they are moving on a house-to-house document."

Mr. Merritt said "say the I.L.A. and the Steamship Company will strip them." Mr. Pentecost replied that the HRMA was going to notify the agents, etc. Mr. Kelsey asked that a copy of the notice be sent to Mr. Alston and also to Mr. Billups.

Mr. Adams then stated that it would be the I.L.A. used to strip the containers, and Mr. Pentecost said that they (the employers) were not in collusion with any consolidator. Mr. Billups remarked "we said you were closing your eyes to what was happening to us." Mr. Pentecost said because of the action of the I.L.A. the container business might do down. Mr. Billups replied that "the same contract exists in every port—the same thing that they are facing here will face them in another port."

Mr. Brown then stated that the union would like to have a copy of the minutes of each one of the meetings to refer to so that the employers would not spring anything on them when they came in the meetings.

Mr. Pentecost said "we just read the minutes because we did not like the allegations made in that letter. We are not going to give you extra copies of manifests. You will get a copy of the minutes." Mr. Brown stated, "whenever they are drawn, give us a copy of the minutes. I think it will work itself out to the best of everyone's concern."

Mr. Kelsey stated "as of now the I.L.A. container man, Mr. Merritt, had to go around in his automobile trying to run down the containers. He will have to have official documents since the I.L.A. has the contract that says what containers are to be stripped—some official information from the shipping company. He has to ask somebody—where are we going to get this information." Mr. Pentecost replied that he would get it from the terminal company. Mr. Pentecost referred to the document that Mr. Merritt had and said that it was a cargo sheet between the shipper and the terminal, and Mr. Merritt could have a copy of it. It was an official document that was a record of the cargo. He said they would tell the terminal to give Mr. Merritt a copy of it. Mr. Rabeau stated that the changes would be hard to get because they were made every day, five days a week.

Mr. Kelsey said, let the shipping company in the foreign ports know that they can't determine whether these longshoremen are going to strip the box. Mr. Rabeau said that Mr. Merritt went to his office and picked up the import disposition sheet and one or two boxes might

be changed after that, but that would be all. Mr. Ritter stated that the Customs Brokers tell them to change the boxes. He said effective as of the date of the letter, they would not make any more house-to-house if it was not going to the beneficial owner. Mr. Rabeau said the checkers gave them the names of the boxes to be stripped. Mr. Kelsey stated that the boxes that were not stripped were what they were interested in. He said that Merritt had a right to do something that would tell them of the containers that were going to be stripped. Mr. Rabeau said he was not going to call up the I.L.A. every five minutes to give them changes.

Mr. Ritter stated "we say we are going to tell the freight forwarders and brokers that cargo moving to a destination inside of a radius of 50 miles, which is not going to the beneficial owner of the goods or their warehouse, must be stripped at the pier. If he goes and moves one and it goes somewhere else, we are not going to ask him to let us know."

Mr. Kelsey asked "in your letter—did you mention the fact that this is a contract between the I.L.A. and the steamship agents?" Mr. Pentecost said what they were doing was violating the contract by refusing to handle J. C. Penny containers at the warehouse. Mr. Kelsey said "we will handle J. C. Penny later."

* * * *

Exhibit 1.

UNITED STATES LINES

INITIAL LAND, WATER OR AIR CARRIER

"DELTA JAMB"

VESSEL, TRUCK OR CAR NUMBER—REMEMBER

FORWARDING AGENT - REFERENCES - FMC NO.

EXPORT DEC.

SHORT FORM THROUGH BILL OF LADING

NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER

SHIPPER

CELTIC AIR TRANSPORT LTD.,

PLACE OF ORIGIN (COMPLETE ADDRESS)

SHANNON AIRPORT, CO. CLARE.

CONSIGNED TO: ORDER OF

INTERMODAL FREIGHT FORWARDING,
300 MAIN ST., NORFOLK, VIRGINIA 23510, U.S.A.

DESTINATION OF GOODS (COMPLETE ADDRESS)

ADDRESS ARRIVAL NOTICE AT PORT OF DISCHARGE

GENERAL ELECTRIC CO., AUDIO PRODUCTS
2900 EST. 22nd ST.,
AURORA, ILLINOIS, U.S.A.

ALSO NOTIFY

DEPT.,

VESSEL FLAG

"AMERICAN LARK" VOY. 24W

PIER

PORT OF LOAD

DUBLIN

PORT OF DISCHARGE (Where goods are to be delivered to consignee or consignee)

NORFOLK

FOR TRANSSHIPMENT TO (If goods are to be transshipped or forwarded at port of

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS (INCLUDE CONTAINER NUMBER(S))	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT IN POUNDS
WSLU 2014365 INTERMODAL FREIGHT FORWARDING, 300 MAIN ST., NORFOLK, VIRGINIA 23510.	1	CONTAINER S.T.C. 88 CARTONS AMPLIFIERS. SHIPPERS LOAD STOWAGE AND COUNT	400'	2940

BOOKED TO NORFOLK

COPY

(Not Negotiable)

FREIGHT CHARGES PAYABLE AT DUBLIN BY SHIPPERS

Exhibit 1.

UNITED STATES LINES

INITIAL LAND, WATER OR AIR CARRIER . . . . . VESSEL, TRUCK OR CAR NUMBER—REFER

"EARL JARL"

FORWARDING AGENT - REFERENCES - FMC NO.

EXPORT DEC

SHORT FORM THROUGH BILL OF LADING

NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER

SHIPPER
CAMGIN AIR TRANSPORT LTD.,

PLACE OF ORIGIN (COMPLETE ADDRESS)
SHANNON AIRPORT, CO. CLARE.

CONSIGNED TO: ORDER OF
INTERNODAL FREIGHT FORWARDING,
300 MAIN ST., NORFOLK, VIRGINIA 23510, U.S.A.

DESTINATION OF GOODS (COMPLETE ADDRESS)

ADDRESS ARRIVAL NOTICE AT PORT OF DISCHARGE
GENERAL ELECTRIC CO., AUDIO PRODUCTS
1200 E. 22nd ST.,
DECATUR, ILLINOIS, U.S.A.

ALSO NOTIFY
DEPT.,

VESSEL FLAG
"AMERICAN LARK" VOY. 248E

PIER

PORT OF LOADI
DUBLIN

PORT OF DISCHARGE (Where goods are to be delivered to consignee or notify)
NORFOLK

FOR TRANSHIPMENT . . . . . forwarded at port of

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS INCLUDE CONTAINER NUMBER(S)	NO OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGH IN POUNDS
UESU 2005470 INTERNODAL FREIGHT FORWARDING, 300 MAIN ST., NORFOLK, VIRGINIA 23510, U.S.A.	1	CONTAINER S.T.C. 144 CARTONS AMPLIFIERS.	662'	5040

RECEIVED ARRIVAL NOTICE
AND
FREIGHT BILL
COPY
U. S. LINES, INC., 200 E. MAIN ST., NORFOLK, VA.
(Not Negotiable)

SHIPPED AND LOADED
STOWAGE
ARRIVED
PIER
AND COUNT
FREE TIME EXPIRES
FRT. COLLECT

FREIGHT CHARGES PAYABLE AT DUBLIN BY SHIPPER

442

RESPONDENT'S EXHIBIT No. 3

UNITED STATES LINES, INC.

EQUIPMENT INTERCHANGE AGREEMENT

THIS AGREEMENT made this 13th day of May, 1969 between UNITED STATES LINES, INC., a Delaware corporation, hereinafter referred to as "lessor", and EVERETT EXPRESS, INC., a Delaware corporation, hereinafter referred to as "lessee".

WITNESSETH:

WHEREAS, it is contemplated that the lessor will let and deliver to the lessee and the lessee will hire and accept from the lessor certain containers and/or chassis for transportation by the lessee over highway routes, and

WHEREAS, the parties desire to enter into an agreement concerning the use, operation and interchange of such containers and chassis;

NOW, THEREFORE, for and in consideration of the terms and conditions hereinafter set forth, it is mutually covenanted, stipulated and agreed by the parties as follows:

FIRST: The term "container" shall mean any closed container, van or box used by lessor for the carriage of goods, merchandise and cargo; and the term "chassis" shall mean any load-carrying vehicle without power.

SECOND: Lessor shall, from time to time, deliver to lessee containers which have been placed upon lessor's chassis or containers alone without chassis for transportation upon lessee's vehicle. Containers may or may not be loaded with cargo at time of interchange or delivery between the parties. Containers or chassis shall be interchanged or delivered for transportation at lessor's terminals or at such other point or points as may be mutually agreed upon between the parties from time to time.

THIRD: At the time of interchange authorized representatives of the lessor and lessee shall make an inspection of each container and/or chassis and shall jointly execute

an "Equipment Interchange Receipt and Inspection Report", a blank copy of which is appended hereto as Exhibit "A". The condition of such container and/or chassis, and any damages, defects or exceptions noted at the time such inspection is made, shall be noted on the said Equipment Interchange Receipt and Inspection Report. Each container and/or chassis shall again be carefully inspected by authorized representatives of lessor and lessee upon return and redelivery of such container and/or chasssis by lessee to lessor and the condition thereof and any damages, defects or exceptions noted at the time of such return and redelivery, shall also be noted upon the original Equipment Interchange Receipt and Inspection Report. Any changes in condition, and any additional damages, defects or exceptions noted at such latter inspection shall also be noted upon a "Equipment Damage Report", to be jointly executed by authorized representatives of the lessor and lessee, a blank copy of which is appended hereto as Exhibit "B". For the purpose of determining whether a particular container or chassis has in fact been damaged between the time of delivery to lessee, the parties to this agreement shall be bound by the aforesaid Equipment Interchange Receipt and Inspection Report and Equipment Damage Report, and subject to the provisions hereof, lessee agrees to assume full responsibility for such damages, defects or changes of condition and shall, within fifteen (15) days after date of billing, reimburse lessor for the cost of restoring the container or chassis to its original condition, ordinary wear and tear excepted. The person (including tractor driver) receiving or delivering any container or chassis is deemed to be an authorized representative of lessee.

FOURTH: The lessee shall:

(a) complete promptly and expeditiously the use for which the containers or chassis has been furnished to it and return the container or chassis to the terminal of the lessor from which it was received or to such other point as may be shown on the Equipment Interchange Receipt and Inspection Report or otherwise mutually agreed in writing;

(b) not permit any container or chassis to leave its custody and possession without permission of the lessor in writing, and then only to the extent of such written permission;

(c) comply with any and all appropriate formalities and requirements regarding the use, operation or transportation of the containers or chassis;

(d) be responsible to the lessor for the performance of this agreement by itself and by all other persons into whose possession any such container or chassis may go until its proper return to the lessor;

(e) have complete control and supervision of such containers or chassis while in its custody and possession, and shall control the detail of the work of any employee or agent operating or using said containers or chassis during such time any person operating, transporting, in possession of, or using any such container or chassis after the signing of said Equipment Interchange Receipt and Inspection Report and until such form is again signed upon return of the container or chassis to the lessor is not the agent or employee of the lessor for any purpose whatsoever; and

(f) hold the lessor harmless and reimburse the lessor for any loss of or damage to any container or chassis and hold harmless and indemnify the lessor from any and all liability for bodily injuries, death, loss, damage and expense to persons or property arising out of the use, operation, maintenance or possession by the lessee of any such container or chassis or cargo or properties carried therein during the entire period the container or chassis is not in the actual custody and possession of the lessor and shall hold harmless and indemnify the lessor from any and all responsibility and liability arising out of damage to or loss of cargo or property carried in any such container or chassis while said container or chassis is not in the actual custody and possession of the lessor.

FIFTH: It is further agreed that:

(a) The lessor shall equip each chassis delivered to lessee with tires and if tubeless tires are not furnished, with tubes, of proper size and which are in such condition

as will permit the safe operation of the chassis. Thereafter, ,until such time as the chassis is returned to the lessor repairs to the tires and tubes shall be made by and at the sole expense of the lessee. In the event of a blowout or a total failure of a tire or tube, lessee shall furnish replacement tires and tubes to permit the return of the chassis to the lessor, but shall retain such replacement tires and tubes upon redelivery of the chassis to the lessor. The blown out or unserviceable tire and tube shall be returned to the lessor with the chassis. In the event that the lessee shall fail to return the blown out or unserviceable tire or tube, the lessee shall pay to the lessor the value of each such tire or tube at the time of original interchange. In the absence of specific information to the contrary, it is agreed that the value of each tire at the time of original interchange is $90.00 U.S., and that the the value of each tube is $10.00 U.S.

(b) In the event of mechanical failure or other failure due to defective equipment on a chassis, the lessee shall make such repairs as may be necessary; provided, however, the the lessee shall secure the approval of the lessor before making any repairs, the estimated cost of which will exceed $100.00 U.S. When the cost of such repairs as may be necessitated by mechanical failure or defective equipment is less than $25.00 U.S., the lessee shall make such repairs at its own expense. Where the cost of such repairs exceeds the sum of $25.00 U.S., the lessor shall be responsible, and shall promptly reimburse the lessee upon receipt of a bill reflecting such a payment. The aforesaid bill shall indicate in detail the nature of the repair and shall state separately the sum expended for labor and parts.

(c) Lessor shall equip each chassis delivered to lessee with such vehicle license plates and/or registration certificates as appropriate government laws or regulations may require it as a chassis owner to furnish and, in addition, each chassis shall be equipped with satisfactory mud flaps, working directional signal lights, clearance markers, reflectors and such other equipment as is necessary to comply to the extent required, with pertinent government safety regulations.

(d) The lessor does not make an warranty or representation, either express or implied, as to the fitness or condition of any chassis or container or the contents thereof.

(e) At the time of interchange of a loaded container under heat or refrigeration the mechanical units shall have sufficient oil and fuel to insure forty-eight (48) hours continuous operation.

(f) Fuel and oil used in providing refrigeration or heat shall be replaced by the lessee at the time a mechanically refrigerated or heated container is returned or interchanged by lessee. If lessee fails to replenish the fuel and oil supply of the refrigerated or heated container lessee shall, unless otherwise agreed upon between the parties involved be liable for and shall pay the cost of the fuel and oil consumed.

(g) When a refrigerated or heated container that has moved unpacked perishable commodities under refrigeration or heat is unloaded by lessee, is shall, unless otherwise agreed upon between the parties involved, be steam cleaned by lessee.

(h) Lessee shall be responsible for the full maintenance and repair of the diesel electric generator sets, nose mount temperature control unit including temperature recorder and thermostat, furnished in connection with containers leased hereunder. In the event a repair is necessitated by a defective part, lessor shall reimburse lessee for the reasonable cost of said part upon delivery of the defective part by lessee to lessor, provided, however, that the cost of all labor and materials other than the reimbursable cost for the defective part shall be borne by the lessee.

SIXTH: The lessor and lessee agree that the interchange of each container and chassis shall be compensated for in accordance with the Table of Charges and Schedule attached hereto and made a part hereof. Except as otherwise provided, the terms of this agreement shall become operative with respect to the lease of the particular container and/or chassis upon the execution by the lessee of said "Equipment Interchange" Receipt and Inspection Report." Settlement shall be made by the lessee within ten (10) days following the date of lessor's invoice. Daily charges shall continue to accrue, notwithstanding the fact

that a container or chassis has been withdrawn from service for repairs, except in those cases in which the nature of the repair is such that the lessor is required under the terms of this agreement to bear the cost thereof. In the event of the loss of, theft of, total destruction of, or irreparable damage to a container or chassis, the daily charges shall cease as of the date of such loss, theft, destruction, or irreparable damage.

SEVENTH: The lessee agrees to keep the container and chassis free of any and all liens and encumbrances.

EIGHTH: The lessee agrees at its sole cost and expense to keep and maintain said containers and chasis in good repair and operating condition and return the containers and chassis to lessor in the same good order and condition as when received, ordinary wear and tear excepted. In the event of damage to a container or chassis for which the lessee is responsible under the terms of this agreement, the lessee shall, at its expense, restore the damaged container or chassis to a condition consistent with that condition that prevailed at the time of original interchange from lessor to lessee. In the event that the lessee shall fail to make such repairs, it shall nevertheless be responsible for the cost of such repairs and for the continued payment of daily charges until the repairs are completed even though the container or chassis may have been returned to lessor with the understanding that lessor will make the repairs.

In the event a container or chassis is lost, stolen, totally destroyed, or irreparably damaged between the time of its interchange and delivery to lessee and its return to lessor, the lessee agrees to reimburse the lessor an amount equal to the depreciated book value of said container or chassis on the date of said loss, theft, destruction, or irreparable damage, but not less than the fair market value of said container or chassis on said date.

NINTH: This instrument and the attached Table of Charges and Schedule, the Equipment Interchange Receipt and Inspection Report and the Equipment Damage Report shall constitute and contain the entire agreement

between the parties and no agreements, representations or understandings not specifically contained herein shall be binding except as contained herein or reduced to writing and made amendatory hereof.

TENTH: Either party to this agreement may terminate the same at any time by giving the other party ten (10) days' written notice of such termination by registered or certified United States mail, provided, however, shall remain in effect until after all containers and chassis leased hereunder have been properly delivered to and accepted by lessor.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

WITNESSES AS TO LESSOR:	UNITED STATES LINES, INC. as Lessor
_____	By: /s/ Robert G. Partos ROBERT G. PARTOS Manager, Interline
_____	Attest:
WITNESSES AS TO LESSEE:	EVERETT EXPRESS, INC. as Lessee
/s/ [Illegible]	By: /s/ J. H. Everett J. H. EVERETT President
/s/ [Illegible]	Attest: /s/ [Illegible]

TABLE OF CHARGES AND SCHEDULE OF RATES

Lessee agrees to pay lessor rental charges as set forth below for all equipment interchanged pursuant to United States Lines Inc.'s Equipment Interchange Agreement. Said rental charges shall accrue on a per diem basis for each period of 24 hours or fraction thereof, Saturdays, Sundays and legal holidays excepted, commencing with the second 7 a.m. after date of receipt of equipment by lessee. The per diem charges shall be as follows for the equipment indicated:

EQUIPMENT	PER DIEM CHARGE
Item 1 20 Foot Single Axle Chassis with 20 Foot Container	$ 2.50
Item 2 20 Foot Tandem Axle Chassis with 20 Foot Container	$ 3.50
Item 3 40 Foot Tandem Axle Chassis with 40 Foot Container	$ 5.00
Item 4 40 Foot Tandem Axle Chassis equipped with demountable diesel driven electric generator unit, 75 gallon fuel tank, and 40 Foot Container	$15.00

It is understood and agreed between the parties that lessee shall pay lessor the above per diem charges in accordance with paragraph 6 of the Equipment Interchange Agreement and that such charges shall be assessed for each day, Saturdays, Sundays, and legal holidays excepted, that the container and chassis remains in the possession of lessee. Should a container and chassis be retained by lessee for a period in excess of 10 consecutive calendar days, Saturdays, Sundays and legal holidays included, the per diem charge applicable to the 11th and 12th day shall be double the amount stated herein and a charge of 3 times the normal per diem charge stated herein shall apply for every day in excess of the 12th consecutive calendar day; provided, however, that the penalty charges as stated above shall not apply on Saturdays, Sundays and legal holidays.

UNITED STATES LINES, INC. Nº 42301

ORIGINAL EQUIPMENT INTERCHANGE RECEIPT AND INSPECTION REPORT

VESSEL	CONTAINER NO.	CHASSIS NO.	BOGIE	TMT NO. (INTL. LIC. NO.)

TO CARRIER

(THIS PORTION OF REPORT IS TO BE COMPLETED AT TIME OF INTERCHANGE)

CARRIER RECEIVING CONTAINER AND OR CHASSIS

TRACTOR NO.	LICENSE NO.	SEAL NO.

BOX (Circle One)	GROSS WEIGHT
LOADED EMPTY	

CONDITION OF CONTAINER AND CHASSIS

(REGULATIONS REQUIRE THAT EACH PART LISTED BE INSPECTED. IF NO EXCEPTIONS, USE CHECK (√) MARK)

BRAKES

LANDING GEAR

WHEEL LUGS

LIGHTS

UNDERCARRIAGE

DOORS

FLAPS

TIRES	POSITION	BRAND NO. & CONDITION	POSITION
	RO		LO
	RI		LI
	RO		IO
	RI		LI

INSPECTED BY

DATE AND TIME

LESSEE'S REPRESENTATIVES SIGNATURE (Driver, Etc.)
RECEIVED IN GOOD CONDITION, EXCEPT AS NOTED.

FROM CARRIER

(THIS PORTION OF REPORT IS TO BE COMPLETED UPON REDELIVERY)

CARRIER REDELIVERING CONTAINER AND OR CHASSIS

TRACTOR NO.	LICENSE NO.	SEAL NO.

BOX (Circle One)	GROSS WEIGHT
LOADED EMPTY	

CONDITION OF CONTAINER AND CHASSIS

(REGULATIONS REQUIRE THAT EACH PART LISTED BE INSPECTED. IF NO EXCEPTIONS, USE CHECK (√) MARK).

BRAKES

LANDING GEAR

WHEEL LUGS

LIGHTS

UNDERCARRIAGE

DOORS

FLAPS

TIRES	POSITION	BRAND NO. & CONDITION	POSITION
	RO		LO
	RI		LI
	RO		LO
	RI		LI

IS AN EQUIPMENT DAMAGE REPORT BEING SUBMITTED HEREWITH? CHECK ONE: ☐ YES ☐ NO
IF YES, STATE REPORT NO. _____

INSPECTED BY

DATE AND TIME

LESSEE'S REPRESENTATIVES SIGNATURE (Driver, Etc.)
DELIVERED IN GOOD CONDITION, EXCEPT AS NOTED.

ACCOUNTING CODE

SUBSIDIARY ACCOUNT 660 21

CARRIER CODE NUMBER _____

DATE OF BILLING

Total Period of Interchange:

Amount Due

... days @ $ ... per day ... $ .....

... days @ $ ... per day ... $ .....

... days @ $ ... per day ... $ .....

..... Pay This Sum

$ .....

EQUIPMENT CONTROL — (UPON RETURN)

451

RESPONDENT'S EXHIBIT No. 4

S.T.A. OF BALTO.-I.L.A. CONTAINER ROYALTY FUND
218 Chamber of Commerce Building
17 Commerce Street Baltimore, Md. 21202
[UNION LABEL]

Administrator
Richard P. Hughes, Jr

Field Representatives
Constantine (Butch) Green
William (Dewey) Parrish

September 25, 1974

S.T.A. of Baltimore, Inc.
32 South Street
Baltimore, Maryland 21202

Re: Case No. 14-74
Hapag Lloyd

Gentlemen:

The union has requested that the following case be placed on the agenda at the next container committee meeting. The facts as contended by the union are as follows.

On Sept. 24, 1974 (10:46 Am.) Cohey Trucking picked up container No. HLCU 4621677 for delivery to Chicago Metallic Corp., Chicago, Ill. Said container was stripped and returned empty to the pier at 2:29 Pm. the same day (Sept. 24, 1974).

The union contends that this is a violation of the container agreement, and is therefore seeking liquidated damages of $1,000.000.

Respectfully Submitted,

/s/ Constantine Green
CONSTANTINE GREEN

/s/ William D. Parrish
WILLIAM D. PARRISH

cc: Kopp & Richardson
Walter Kwarta
Garris McFadden
John P. Roberts
S.T.A. of Balto. Inc.

S.T.A. OF BALTO.-I.L.A. CONTAINER
ROYALTY FUND
218 Chamber of Commerce Building
17 Commerce Street Baltimore, Md. 21202
[UNION LABEL]

Administrator
Richard P. Hughes, Jr.

Field Representatives
Constantine (Butch) Green
William (Dewey) Parrish

S.T.A. of Baltimore, Inc.
32 South Street
Baltimore, Maryland 21202

February 8, 1973

Re: Case No. 11-73
U.S. Lines
S/S American Lark

Gentlemen;

The union has requested that the following case be placed on the agenda at the next container committee meeting. The facts as contended by the union are as follows;

On February 7, 1973 containers CTIU 063999 & 265231 were observed being stripped at the Terminal of Roadway Express 250 S. Kresson St. Said containers were picked up from the pier on the same day observed, and consigned to Kanematsu-Gosho Manufacturing Co., Fayette, Ohio.

The union contends that this is a violation of the container agreement, and is therefore asking $1,000.00 fine for each container, a total of $2,000.00.

Respectfully Submitted,

/s/ Constantine Green
CONSTANTINE GREEN

/s/ William D. Parrish
WILLIAM D. PARRISH

cc: Haile & Kopp
Willis Schnowski
Hershey Richardson
John P. Roberts
S.T.A. of Balto. Inc.

June 26, 1975

Mr. Geoffrey Footner
Bay Agencies, Inc.
225 East Redwood Street
Baltimore, Maryland 21202

Dear Mr. Footner:

RE: Container Case 21-73—Dartline,
4/30/73, Container #BCLU 2411393.

The above-captained Container Case 21-73, brought about by the Union letter of May 1, 1973, was discussed at a meeting of the Joint Container Committee held on June 25, 1973, in the offices of the Steamship Trade Association.

A portion of the Union letter reads as follows:

"Container No. BCLU 2411393 was picked up at D.M.T. at approximately 3 P.M., April 30, 1973, by Branch Motor Express for delivery to Hoffman Mfg. Co., Celina, Ohio.

"Said container, however, was stripped at their terminal, and observed empty there May 1, 1973, at approximately 10:00 A.M."

This leter is to notify Bay Agencies, Inc., as agents for Dartline, that the case against the company was resolved in favor of the Union, and a fine of $1,000 is assessed since there was a violation of the container agreement. The company is hereby instructed to pay to the STA-ILA Container Royalty Fund, 218 Chamber of Commerce Building, Baltimore, Maryland, 21202, the sum of $1,000. representing the fine assessed against Container #BCLU 2411393, with the understanding that, as per contract language, "if the carrier does not pay the liquidated damages within 30 days . . . the I.L.A. shall have the right to stop working such carrier's containers until such damages are paid."

However, in accordance with our understanding, the Joint Container Committee has granted the right to appeal the case within fifteen days of the date of this letter; that is, by July 11, 1973. If no appeal is made, the fine will be due no later than August 10, 1973.

Please notify this office in writing when payment has been made.

Very truly yours,

STEAMSHIP TRADE ASSOCIATION
OF BALTIMORE, INC.
JAMES M. FORTUNE,
Managing Director

JMF/cc

cc: Mr. C. Green
Mr. W. Parrish

S.T.A. OF BALTO.-I.L.A. CONTAINER
ROYALTY FUND
218 Chamber of Commerce Building
17 Commerce Street Baltimore, Md. 21202
[UNION LABEL]

Administrator
Richard P. Hughes, Jr.

Field Representatives
Constantine (Butch) Green
William (Dewey) Parrish

S.T.A.I.L.A. Container
Royalty Fund
32 South Street
Baltimore, Maryland 21202

October 3, 1972

Re: Case No. 12-72
I.T.O. Corp.

Gentlemen,

The union has requested that the following case be placed on the agenda at the next container committee meeting. The facts as contended by the union are as follows:

On September 29, 1972 four containers were observed being stripped at the Trucking Terminal Of Boss Linco Lines, located at 3200 James Street.

Identifying numbers for containers in question are CTIU-060492, 066064, 267214 and 062354 discharged from the S/S Tohbei Maru at Dundalk Marine Terminal.

On Monday October 2, 1972 inquiry was made with official of Boss Linco Lines as to movement of said containers. It was stated by the official that the containers were destined for Montgomery Wards C/o H.P. Snyder Mfg. Co., Little Falls, New York. The contents of the four twenty foot containers were Consolidated into two forty five foot trailer trucks to be sent to its ultimate destination.

The union contends that this is a violation of the container agreement, and is therefore asking $1,000.00 fine for each container, a total of $4,000.00.

Respectfully Submitted,

/s/ Constantine Green
CONSTANTINE GREEN

/s/ William D. Parrish
WILLIAM D. PARRISH

CC: Haile & Kopp
Willis Schonowski
Hershey Richardson
John P. Roberts
Steamship Trade Assn.

S.T.A. OF BALTO.—I.L.A. CONTAINER ROYALTY FUND
218 Chamber of Commerce Building
17 Commerce Street Baltimore, Md. 21202
[UNION LABEL]

Administrator	Field Representatives
Richard P. Hughes, Jr.	Constantine (Butch) Green William (Dewey) Parrish

S.T.A. of Baltimore, Inc.
32 South Street
Baltimore, Maryland 21202

November 29, 1972

Re: Case # 20-72
Atlantica Line

Gentlemen:

The union has requested that the following case be placed on the agenda at the next container committee meeting. The facts as contended by the union are as follows:

On friday November 24, 1972 a visit was made to Pacific Intermountain Express (P.I.E.), to determine the movement of containers at their terminal. We observed two (2) empty twenty foot containers, CHRU 130-131-9, and HANU 220-488-9. Said containers were delivered to P.I.E.'s terminal in York Pa., and transferred to their break bulk trailer. However said containers were destined for house to house movement to International Harvester Co., Broadview Ill.

The union contends that this is a violation of the container agreement and is therefore asking $1,000.00 fine for each container, a total of $2,000.00.

Respectfully Submitted,

/s/ Constance Green
CONSTANCE GREEN

/s/ William D. Parrish
WILLIAM D. PARISH

cc: Haile & Kopp
Willis Schonowski
Hershey Richardson
John P. Roberts
S.T.A. of Balto. Inc.

STEAMSHIP TRADE ASSOCIATION OF BALTIMORE—INTERNATIONAL LONGSHOREMEN'S ASSOCIATION PENSION TRUST FUND
218 Chamber of Commerce Building
17 Commerce Street Baltimore, Md. 21202

CONTAINER OPERATIONS
REPRESENTATIVE
R. P. HUGHES, JR.

S.T.A. of Baltimore Inc.
101 E. Redwood St.
Baltimore Maryland 21202

May 22, 1970

Attn: Container Committee
Re: Case No. 4-70

Gentlemen:

Please place the following case on the agenda for the next meeting of the containing committee.

On April 28, 1970 the S.S. American Lancer Voy. 29 (U.S. Lines) discharged five (5) containers nos. USL 4510403, 4511550, 4511230, 4510738, and 4511605. The containers were consigned to Monsanto Chemical Co. of St. Louis Mo. but were stripped at Mason Dixon Trucking.

In accordance with Rule 3 par (e) of the container agreement the Union is asking $250.00 per container to be paid to the S.T.A.-I.L.A. WELFARE FUND.

Thank you,

/s/ Richard P. Hughes Jr.
RICHARD P. HUGHES JR.

cc: Willis Schonowski
Hershey Richardson
John Roberts

STEAMSHIP TRADE ASSOCIATION OF BALTIMORE—INTERNATIONAL LONGSHOREMEN'S ASSOCIATION PENSION TRUST FUND
218 Chamber of Commerce Building
17 Commerce Street Baltimore, Md. 21202

CONTAINER OPERATIONS
REPRESENTATIVE
R. P. HUGHES, JR.

S.T.A. of Baltimore Inc.
101 E. Redwood St.
Baltimore Maryland 21202

Gentlemen:

On Sept. 7, 1969 the S.S. Atlantic Span discharged one (1) container no. ACLU-260197. This container was stripped within the 50 mile radius of the port of Balto. Maryland and Vicinity without I.L.A. LABOR. Inaccordance with Rule 3 par. (e) of the container agreement the union is asking $250.00 to be paid to the S.T.A.-I.L.A. Pension and Welfare Funds.

Thank you,

/s/ Willis Schonowski
WILLIS SCHONOWSKI Committeeman

/s/ Hershey Richardson
HERSHEY RICHARDSON Committeeman

/s/ Richard P. Hughes Jr.
RICHARD P. HUGHES JR. Committeeman

December 19, 1969

Mr. Charles R. Butz
Ramsay, Scarlett & Co., Inc.
810 Keyser Building
Baltimore, Maryland 21202

RE: Container Case 8-69, S. S. ATLANTIC SPAN, Union letter rec'd. Sept. 24, 1969.

Dear Mr. Butz:

The joint Containerization Committee met in the offices of the Steamship Trade Association on December 18, 1969, and the above-captioned Container Case 8-69, brought about by the Union letter received September 24, 1969, was discussed. The Union letter of September 24, 1969, reads as follows:

> "On Sept. 7, 1969 the S.S. Atlantic Span discharged one (1) container no. ACLU-260197. This container was stripped within the 50 mile radius of the Port of Balto., Maryland and Vicinity without I.L.A. labor. In accordance with Rule 3 Par. (e) of the container agreement the Union is asking $250.00 to be paid to the S.T.A.-I.L.A. Pension and Welfare Funds."

This letter is to notify Ramsay, Searlett & Co., Inc., as Agents for Atlantic Container Line, that the case against A.C.L. was resolved in favor of the Union. This letter also serves as notification to A.C.L. of the decision, and the fact that they are hereby instructed to pay to the STA of Balto.-ILA Welfare Fund, 1853 Maryland National Bank Building, the sum of $250.00 to cover Container No. ACLU-260197, which was consigned to Chestertown, Maryland, but prior to delivery of the commodity, Preston Trucking Company discharged the commodity from the commercial container at their terminal at Ashland Avenue and placed the commodity in a larger container for reasons of their own.

The decision made in favor of the Union was based on language of the container rules, Par. 3(e).

Very truly yours,

STEAMSHIP TRADE ASSOCIATION
OF BALTIMORE, INC.

/s/ [Illegible]
[Illegible]

RESPONDENT'S EXHIBIT No. 12

NYSA-ILA EMPLOYMENT STATISTICS

Contract Year Ending	Total Employees	Total Adj. Hours Worked	Total GAI Exp.
09/30/51	48,791	46,406,563	
09/30/52	51,282	50,769,769	
09/30/53	49,293	46,143,573	
09/30/54	41,333	46,861,510	
09/30/55	34,639	46,285,244	
09/30/56	31,645	46,094,411	
09/30/57	34,146	50,766,890	
09/30/58	31,629	42,835,226	
09/30/59	30,428	44,695,693	
09/30/60	29,767	45,458,045	
09/30/61	27,999	41,006,979	
09/30/62	27,134	42,023,133	
09/30/63	28,224	49,820,328	
09/30/64	25,542	42,148,092	
09/30/65	25,033	49,677,237	33,755
09/30/66	24,825	43,935,626	1,717,757
09/30/67	24,599	40,722,166	1,675,974
09/30/68	23,565	42,553,729	3,070,219
09/30/69	22,531	47,021,617	5,986,030
09/30/70	19,962	32,853,146	24,340,472
09/30/71	17,568	31,019,123	29,023,868
09/30/72	16,741	31,352,558	33,493,141
09/30/73	14,967	24,435,284	43,819,045
09/30/74	14,417	24,665,089	41,563,439

JD-540-76
Baltimore, MD
Hampton, VA
Newport News, VA
New York, NY and
Norfolk, VA

UNITED STATES OF AMERICA
BEFORE THE
NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES
WASHINGTON, D.C.

5—CC—791, *et al.*

INTERNATIONAL LONGSHOREMEN'S ASSOCIATION, AFL-CIO, ET AL.

and

ASSOCIATED TRANSPORT, INC., ET AL.

ERRATA

Page iv, last line is corrected as follows:

> I have restored the caption in 5-CE-51 to its correct form.

Page 14, lines 1 and 2 are corrected to read:

> It was, at times, difficult to determine from these records whether the ILA's complaint in a particular case involved a shipper's load.

Page 20, lines 1 through 7 are corrected to read:

> In *International Longshoremen's Association, AFL-CIO (Consolidated Express, Inc. and Twin Express, Inc.)*, *supra*, the Board found that the ILA was attempting to obtain the work of stuffing and stripping less-than-container load cargo or less-than-trailer load cargo, which consolidators traditionally performed at their own off-pier facilities with their own employees, who were not in the unit represented by the ILA.

Page 21, lines 9 through 13 are corrected to read:

> The motor carriers have also traditionally hauled such containers to their own truck terminals and have stripped the shippers' loads from them and loaded the stripped cargo into their own trailers, using truck terminal employees, whenever considerations of state regulation, safety or economy persuaded a motor carrier to take that precaution.

Page 21, lines 34 through 37 are corrected to read:

> From the foregoing and the record as a whole, I find that the traditional on-pier work of longshoremen has not included the work performed by the employees of motor carriers, such as Associated and Houff, at their off-pier facilities.

Page 26, line 43 HRSa is corrected to read HRSA.

/s/ Leonard M. Wagman
LEONARD M. WAGMAN
Administrative Law Judge

Dated: Sep. 14, 1976

Baltimore, Md.
Hampton, Newport
News and Norfolk, Va.
New York, N. Y.

UNITED STATES OF AMERICA
BEFORE THE
NATIONAL LABOR RELATIONS BOARD

5—CC—791, *et al.*

INTERNATIONAL LONGSHOREMEN'S ASSOCIATION,
AFL-CIO, ET AL.

and

ASSOCIATED TRANSPORT, INC., ET AL.

ORDER CORRECTING DECISION AND ORDER

On August 12, 1977, the National Labor Relations Board issued a Decision and Order in the above-entitled proceeding.[1]

IT IS HEREBY ORDERED that said Decision and Order be, and it hereby is, corrected by deleting the citation "*Consolidated Express*, 537 F.2d 706 (1976)." from the ninth line on page 8 and substituting therefor "*Pittston Stevedoring Corp.* v. *Dellaventura*, 544 F.2d 35, 53 (C.A. 2, 1976)."

IT IS FURTHER ORDERED that the Decision and Order, as printed, shall appear as hereby corrected.

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[1] 231 NLRB No. 64, Chairman Fanning dissenting.

Dated, Washington, D. C., October 20, 1977.

By direction of the Board:

GEORGE A. LEET
Associate Executive Secretary